AGREEMENT FOR DEVELOPMENT AND PURCHASE OF RESTORATION SITE
(Linnton Plywood Site – Portland Harbor)

This Agreement for Development and Purchase of Restoration Site (**"Agreement"**), dated for reference purposes as November 15, 2010, is entered into by and between **LINNTON PLYWOOD ASSOCIATION**, an Oregon cooperative corporation (**"Seller"**), and **PORTLAND HARBOR HOLDINGS I, LLC**, a Delaware limited liability company (**"Buyer"**). Seller and Buyer are sometimes individually referred to herein as a **"Party"** and collectively as the **"Parties."**

Recitals

A. Seller is the owner of certain real property, consisting of approximately 24.74± acres, located at 10504 NW Saint Helens Road in the City of Portland (**"City"**), County of Multnomah (**"County"**), State of Oregon, commonly known as Tax Lot Numbers 1N1W02B-00800, 1N1W02C-00100 and 1N1W02C-00200 (the **"Property"**). The location of the Property is shown on the site plan (**"Site Plan"**) attached hereto as Exhibit A and incorporated herein by this reference.

B. Buyer's parent company, Wildlands, Inc., a Delaware corporation (**"Wildlands"**), which was established in 1991, is a habitat development, land management, and environmental planning company with more than seventy five (75) projects covering over 31,000 acres throughout the western and southeastern United States. Wildlands is a national leader in establishing species conservation banks and wetland and stream mitigation banks that restore, enhance, and preserve wildlife and wetland habitat in perpetuity.

C. Wildlands and its subsidiaries (including Buyer) are proposing several restoration projects within the Portland Harbor Superfund Study Area which will achieve meaningful steps to reach the goals of the Portland Harbor Trustees (**"Trustees"**) and Potentially Responsible Parties (**"PRPs"**) for the overall cleanup of Portland Harbor. Implementing these types of restoration projects will assist the Trustees and PRPs in bringing closure to decades of uncertainty caused by potential environmental liabilities within Portland Harbor, thereby providing economic incentives to support reinvestment in Portland Harbor infrastructure and local family wage jobs, while providing a network of in-stream habitat patches to improve water quality for the benefit of salmonids and multiple other wildlife species.

D. Pursuant to the terms and conditions of this Agreement, Buyer desires to purchase, and Seller desires to sell, the Property for the purpose of establishing a restoration project on the Property, which will include the removal of some or all of the structures located on the Property, and the restoration of the Property to a mosaic of riparian, channel, tidal march, and mud flat habitats, and/or a 404/401/ESA mitigation bank (collectively, the **"Restoration Project"**).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

Agreement

1. Effective Date. The **"Effective Date"** of this Agreement shall be the date on which a duplicate original of this Agreement is received by Chicago Title Company of Oregon, 1211 SW Fifth Avenue, Suite 2130, Portland, Oregon (**"Escrow Holder"**), signed by both Buyer and Seller and with the Liquidated Damages provision initialed by both Buyer and Seller. Upon such receipt, Escrow Holder shall execute and deliver to Buyer and Seller the "Acceptance by Escrow Holder" in the form attached hereto.

2. Purchase and Sale. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and subject to the conditions set forth in this Agreement. As used in this Agreement, the term **"Property"** shall include all buildings, structures and other improvements located on the Property, all water rights, surface and subsurface mineral rights of any nature, including minerals, oil, gas, or other hydrocarbon substances, all farming rights, easements, and any and all transferable permits, licenses, certificates, consents and approvals issued by any governmental or quasi-governmental agency, development agreements, zoning agreements, maps, improvement plans and other engineering work, permits, maps, approvals, entitlements, credits, reimbursements, third-party warranties and indemnities, and other rights, privileges, and benefits relating or appurtenant to the Property; provided, however, the term **"Property"** shall not include Seller's rights or obligations under any leases of submerged or submersible lands from the State of Oregon, Department of State Lands (**"DSL"**).

3. Base Purchase Price. The base purchase price (**"Base Purchase Price"**) for the Property shall be Four Million and No/100ths Dollars ($4,000,000.00).

4. Payment of Base Purchase Price. The Base Purchase Price shall be payable by Buyer as follows:

4.1 Initial Deposit. Within five (5) Business Days (as hereinafter defined) following the Effective Date, Buyer shall deposit Two Hundred Fifty Thousand and No/100ths Dollars ($250,000.00) (**"Initial Deposit"**) with Escrow Holder. The Initial Deposit shall be invested by Escrow Holder with a financial institution acceptable to Buyer, in a federally-insured, interest-bearing demand account. Any interest thereon shall accrue to the benefit of the Buyer.

4.2 Additional Deposit. Concurrently with Buyer's delivery of a Feasibility Approval Notice (as hereinafter defined) to Seller, Buyer shall deposit the additional amount of Fifty Thousand and No/100ths Dollars ($50,000.00) (**"Additional Deposit"**) with Escrow Holder. The Additional Deposit shall be invested by Escrow Holder with a financial institution acceptable to Buyer, in a federally-insured, interest-bearing demand account. Any interest thereon shall accrue to the benefit of the Buyer. The Initial Deposit and the Additional Deposit (including all interest that accrues thereon during the time that such deposits are held in Escrow) are collective referred to herein as the **"Deposit."**

4.3 Release of Deposit. Provided that the Memorandum of Purchase Agreement (as hereinafter defined) has been recorded against the Property pursuant to Section 6

below, and subject to the provisions of Section 16.4 below, the Deposit shall be released by Escrow Holder to Seller in accordance with the following schedule:

Amount	Release Date
$50,000.00	On the sixtieth (60th) day following the Effective Date of this Agreement
$50,000.00	Upon Buyer's delivery of the Feasibility Notice (as hereinafter defined) approving the condition of the Property (**"Feasibility Approval Notice"**) pursuant to Section 9.1.2.1 below
$20,000.00	On May 9, 2011, provided that Buyer has delivered a Feasibility Approval Notice to Seller prior to such date
$200,000.00	Upon the Close of Escrow.

4.4 Refundability. Except as otherwise provided in this Agreement, the first and second increments of the Deposit (each in the amount of $50,000.00) that are released by Escrow Holder to Seller in accordance with the above schedule shall each become nonrefundable at such time as each such increment of the Deposit is released by Escrow Holder to Seller. Except as otherwise provided in Section 27.2 below, the balance of the Deposit (including the third increment of the Deposit ($20,000.00) that is released by Escrow Holder to Seller on May 9, 2011) shall remain refundable until the Close of Escrow. The term **"Refundable Portion of the Deposit"** shall mean (i) the entire Deposit, if this Agreement is terminated within sixty (60) days after the Effective Date of this Agreement; (ii) Two Hundred Fifty Thousand and No/100ths Dollars ($250,000.00) if this Agreement is terminated at any time after the sixtieth (60th) day following the Effective Date and before Buyer's delivery of a Feasibility Approval Notice; and (iii) Two Hundred Thousand and No/100ths Dollars ($200,000.00) if this Agreement is terminated at any time after Buyer's delivery of a Feasibility Approval Notice. The term **"Nonrefundable Portion of the Deposit"** shall mean (i) Fifty Thousand and No/100ths Dollars ($50,000.00) if this Agreement is terminated at any time after the sixtieth (60th) day following the Effective Date and before Buyer's delivery of a Feasibility Approval Notice; and (ii) One Hundred Thousand and No/100ths Dollars ($100,000.00) if this Agreement is terminated at any time after Buyer's delivery of a Feasibility Approval Notice.

4.5 Application of Deposit. The Deposit shall be credited to the Base Purchase Price at the Close of Escrow (as hereinafter defined).

4.6 Balance of Base Purchase Price. The balance of the Purchase Price shall be paid in full, in immediately available funds, at the Close of Escrow, subject to the holdback obligations set forth in Section 19.2.3 below.

5. Deferred Purchase Price. In addition to the Base Purchase Price, Buyer shall pay to Seller an amount equal to the greater (a) One Million and No/100ths Dollars ($1,000,000.00), or (b) an amount equal to ten percent (10%) of the Sales Proceeds (as hereinafter defined) derived from the Restoration Project (as hereinafter defined), but in no event more than Two Million and No/100ths Dollars ($2,000,000.00) (the **"Deferred Purchase Price"**).

5.1 Sales Proceeds Defined. The term **"Sales Proceeds"** shall mean all gross cash proceeds actually received by Buyer from the sale of DSAYs that are derived from the Restoration Project.

5.2 Progress Payments. Buyer shall pay Seller the following progress payments (collectively, **"Progress Payments"**) on the following dates, and such Progress Payments shall be credited against the Deferred Purchase Price:

5.2.1 First Progress Payment. The first progress payment in the amount of Five Hundred Thousand and No/100ths Dollars ($500,000.00) (**"First Progress Payment"**) shall be paid by Buyer to Seller on the earlier of (a) the sixtieth (60^{th}) day following the date on which the United States Environmental Protection Agency (**"EPA"**) issues its Final ROD (as hereinafter defined), or (b) December 31, 2014. The term **"Final ROD"** shall mean the final Record of Decision for the Portland Harbor Superfund Site that has been executed by EPA following the close of all public comment periods and after all appeals, if any, have been resolved, and after all other agency consultations and approvals, if any, have been concluded.

5.2.2 Second Progress Payment. The second progress payment in the amount of Five Hundred Thousand and No/100ths Dollars ($500,000.00) (**"Second Progress Payment"**) shall be paid by Buyer to Seller on or before the sooner to occur of (a) the second (2^{nd}) anniversary of the date on which the first progress payment is due and payable, or (b) the fourth (4^{th}) anniversary of the date on which the Close of Escrow occurs.

5.3 Quarterly Payments of Deferred Purchase Price. Except for the Progress Payments (which shall be paid on the dates set forth above), Buyer shall pay Seller the Deferred Purchase Price on a quarterly basis as Sales Proceeds are received by Buyer. Payment shall be made no later than the twenty-fifth (25^{th}) day of the calendar month for all Sales Proceeds received by Buyer during the preceding quarter. Any quarterly payments of the Deferred Purchase Price made by Buyer to Seller prior to the date on which the First Progress Payment is made by Buyer to Seller shall be credited against the First Progress Payment and, to the extent such quarterly payments exceed the amount of the First Progress Payment, against the Second Progress Payment. Any quarterly payments of the Deferred Purchase Price made by Buyer to Seller after Buyer's payment of the First Progress Payment and before Buyer's payment of the Second Progress Payment shall be credited against the Second Progress Payment.

5.4 Accounting. During each quarter in which a Deferred Purchase Price payment is due, Buyer shall provide Seller with an accounting showing the total number of DSAYs authorized, the number of DSAYs sales closed during the preceding quarter (if any), and the calculation of the Deferred Purchase Price Payment (if any) due to Seller.

5.5 No Representation or Warranty. Buyer makes no representation or warranty concerning (a) whether the Regulatory Agencies will actually approve the Restoration Project, (b) the number of DSAYs that will be derived from the Restoration Project, (c) the timing for the sale of such DSAYs, (d) the amount of the Sales Proceeds, or (e) the total amount of the quarterly payments of the Deferred Purchase Price. Notwithstanding the foregoing provision, Buyer agrees to use its good faith, commercially reasonable efforts to obtain the Regulatory Agencies' approval of the Restoration Project in accordance with the provisions of Section 21 below.

5.6 Promissory Note, Deed of Trust and Security Agreement. The Deferred Purchase Price shall be evidenced by a promissory note (**"Promissory Note"**) in the amount of the Deferred Purchase Price, which shall not exceed Two Million and No/100ths Dollars ($2,000,000.00). The principal amount of the Promissory Note shall not accrue interest unless Buyer defaults in its payment obligations under the Promissory Note, in which event interest shall accrue at the rate of five percent (5%) per annum for the entire term of the Promissory Note (i.e., retroactive to the date of the Promissory Note through the date on which the principal balance and all interest is paid in full). There shall be no prepayment penalty. The Promissory Note shall contain a provision that requires Buyer to make certain additional payments to Seller upon Buyer's receipt of certain income in connection with the transfer, sale or conveyance of a Material Interest (as defined in the Promissory Note) in the Property. The Promissory Note shall be secured by, (1) a Trust Deed, including an assignment of leases, and rents, executed by Buyer in favor of Seller (the **"Trust Deed"**), and (2) a Security Agreement, including (i) a grant to Seller of a first lien security interest in all DSAYs, 404 and ESA credits generated from Buyer's Restoration Project, and (ii) an agreement that Seller may file a UCC-1 Financing Statement (**"Financing Statement"**) and any extensions, renewals or amendments thereof in such locations and forms as Seller may require to perfect a security interest (the "**Security Agreement**"). The Trust Deed shall be recorded upon the Close of Escrow, and shall encumber all of Buyer's right, title and interest in the Property, and shall be superior to all monetary encumbrances other than liens for non-delinquent real estate taxes and assessments. The form of the Promissory Note, the Trust Deed, the Security Agreement and the Financing Statement are attached hereto as Exhibit B and Exhibit C, Exhibit C-1 and Exhibit C-2, respectively, and incorporated herein by this reference. The Trust Deed, Security Agreement and Financing Statement are collectively referred to herein as the **"Security Documents."**

5.6.1 Subordination. Seller, as the holder of the beneficial interest in the Security Documents, (a) agrees that, to the extent required in order to obtain approval of Grantor's Restoration Project and/or DSAYs, 404 and/or ESA credits, the Security Documents shall be automatically subordinate to any Conservation Easement, Declaration of Restrictions or similar instrument that is recorded against the Property in conjunction with the establishment of a Restoration Project or other mitigation project on the Property and, promptly upon Buyer's request, shall execute, deliver and acknowledge any document or agreement reasonably necessary or desirable to evidence such subordination or place such subordination of record, and (b) agrees to otherwise cooperate, in all reasonable respects and at no material expense to Seller, with Buyer in its efforts to obtain approvals for a Restoration Project or other mitigation project on the Property from all regulatory agencies having jurisdiction over such Restoration Project or other mitigation project or the use of DSAYs from such project(s). The Conservation Easement and Subordination Agreement shall each be in a form similar to the forms attached hereto as

Exhibit D and Exhibit E respectively. Buyer shall provide Seller with reasonable notice and a reasonable period of time in which to review all documents that Buyer is required to sign under the provisions of this Section 5.6.1 but in any event not less than 30 days. Seller acknowledges and understands that its failure to cooperate with Buyer in accordance with the foregoing provisions and/or its delay in providing such cooperation will cause Buyer to suffer substantial damages, including, without limitation, lost profits. In the event that Seller fails to timely cooperate with Buyer in accordance with the provisions set forth in this Section 5.6.1, Seller shall be liable for all damages suffered by Buyer as a result of Seller's failure to timely cooperate, including without limitation, consequential damages, and Buyer shall have the right to pursue any and all remedies available at law or in equity against Seller as a result of its breach of this Section 5.6.1. In the event that Seller assigns its post-Closing obligations under this Agreement to a liquidating trust pursuant to Section 26.3 below, the foregoing obligations (in addition to all of Seller's other post-Closing obligations under this Agreement) shall be binding on such assignee.

6. Memorandum. Concurrently with the execution of this Agreement, the Parties shall execute, acknowledge and deliver to Escrow Holder the **"Memorandum of Purchase Agreement,"** a copy of which is attached hereto as Exhibit F and incorporated herein by this reference. The Memorandum of Purchase Agreement shall be recorded concurrently with, and as a condition to, the release of any portion of the Deposit to Seller. In the event that this Agreement terminates, Buyer shall execute and deliver to Seller a Quitclaim Deed, in recordable form, for the purpose of removing the Memorandum of Purchase Agreement from the public records within five (5) days after the termination of this Agreement, provided that the Refundable Portion of the Deposit has been refunded to Buyer (to the extent that the Refundable Portion of the Deposit is required to be refunded to Buyer pursuant to the terms and conditions of this Agreement).

7. Escrow.

7.1 Opening of Escrow. Seller has opened an escrow (Escrow Number 50-460332-JL) (**"Escrow"**) with Escrow Holder. This Agreement constitutes escrow instructions to Escrow Holder. Any supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control, unless otherwise agreed in writing by Buyer and Seller.

7.2 Close of Escrow. For purposes of this Agreement, **"Close of Escrow"** shall be defined as the date that the Warranty Deed (as hereinafter defined) is recorded in the Official Records of the County. The Close of Escrow for the Property shall occur on the date that is one (1) year after the Effective Date of this Agreement date (the **"Closing Date"**), provided that all Closing Conditions (as hereinafter defined) have been satisfied or waived in accordance with Section 9 below. In the event that the Closing Conditions have not been timely satisfied or waived, then the provisions of Section 9.3 shall apply.

8. Conditions of Title. It shall be a condition to the Close of Escrow that title to the Property be conveyed to Buyer by Seller by a Statutory Warranty Deed, which shall be in the form customarily used by Escrow Holder in the County, which shall be approved by Buyer

("**Warranty Deed**"), subject only to (a) a lien to secure payment of real estate taxes, not delinquent; (b) exceptions which are approved and/or accepted by Buyer in accordance with this Agreement; and (c) the Trust Deed (collectively, "**Approved Conditions of Title**"). Seller covenants and agrees and it shall be a condition to the Close of Escrow that between the Effective Date and the Close of Escrow, it will not cause or permit the condition of title to the Property to differ from that disclosed by the Preliminary Report (as hereinafter defined).

9. Conditions to Close of Escrow.

9.1 Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's written waiver thereof) which are for Buyer's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

9.1.1 Title. Buyer shall have the right to approve any and all matters of and exceptions to title to the Property, including the legal description, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report ("**Preliminary Report**") issued by Escrow Holder's title insurer ("**Title Company**") with respect to the Property and all matters referenced therein; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. To the extent that Seller has not already done so, Seller shall cause Escrow Holder to deliver the Title Documents to Buyer within ten (10) calendar days following the Effective Date. Buyer shall have forty-five (45) calendar days following its receipt of the Title Documents or the Effective Date, whichever is later, to give Seller written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval, which shall be made in Buyer's sole and absolute discretion, of the legal description and every item or exception disclosed by the Title Documents. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's approval of the Title Documents. In the event that Buyer's Title Notice disapproves of any matter of title shown in the Title Documents, Seller shall, within ten (10) calendar days after Buyer's Title Notice is received by Seller, give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Property by Close of Escrow. Seller's failure to deliver Seller's Title Notice within such ten (10)-day period shall be deemed Seller's refusal to remove the disapproved title matters. In the event that Seller is unable or unwilling to remove, or is deemed to refuse to remove, all of the title matters objected to by Buyer in Buyer's Title Notice, Buyer shall have until ten (10) days after Buyer's receipt of Seller's Title Notice (or, to the extent Seller fails to deliver Seller's Title Notice, ten (10) days after the date on which Seller's Title Notice is due) in which to notify Seller in writing that either (a) Buyer is willing to purchase the Property subject to such disapproved exceptions, or (b) Buyer elects to cancel this transaction. Failure of Buyer to take either one of the actions described in Subsection (a) or (b) above shall be deemed to be Buyer's election to take the action described in Subsection (b) above. In the event that Buyer approves of the feasibility of the Property pursuant to Section 9.1.2 below, Buyer shall be deemed to have elected to take the action described in Subsection (a) above. In the event this Agreement is canceled pursuant to this Section, the Parties shall have no further obligations under this Agreement, and Seller shall promptly refund to Buyer the

Refundable Portion of the Deposit and all interest accrued thereon. Notwithstanding the foregoing provisions, Buyer hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent real estate taxes), and Seller agrees to cause all such liens to be eliminated, at Seller's sole cost, on or prior to the Close of Escrow.

9.1.2 Inspections and Studies.

9.1.2.1 Contingency Period. For a period commencing on the Effective Date and expiring one hundred eighty (180) days thereafter (**"Contingency Period"**), Buyer shall have the right to (1) review and approve the Documents and Materials (as hereinafter defined), and (2) to conduct any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to the environmental condition of the Property, zoning and other governmental regulations, engineering tests, economic feasibility studies, soils, seismic and geologic reports) with respect to the Property as Buyer may elect to make or maintain. Prior to the expiration of the Contingency Period, Buyer shall deliver to Seller written notice (**"Feasibility Notice"**) of its approval or disapproval, which shall be made in Buyer's sole and absolute discretion, of such matters. The failure of Buyer to deliver the Feasibility Notice prior to the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval of the condition of the Property and the Documents and Materials. The cost of any such inspections, tests and/or studies shall be borne by Buyer. In the event Buyer disapproves, or is deemed to have disapproved, the condition of the Property and/or the Documents and Materials prior to the expiration of the Contingency Period, this Agreement shall automatically terminate, in which case, except as otherwise provided in this Agreement, the Parties shall have no further obligations under this Agreement, and Seller shall promptly refund to Buyer the Refundable Portion of the Deposit and all interest accrued thereon. If, notwithstanding the commercially reasonable best efforts of each Party certain feasibility determinations are not capable of resolution within the specified Contingency Period, and the Parties mutually agree that resolution can be anticipated within a discrete extension period, then the Parties in good faith will, as to said discrete determinations, agree to a reasonable extension of the Contingency Period.

9.1.2.2 Right of Entry. Between the Effective Date and the Close of Escrow, Buyer, its employees, agents, representatives, consultants, contractors and subcontractors (collectively, **"Buyer's Agents"**) shall have the right, upon not less that forty-eight (48) hours' prior notice to Seller or Seller's representative, to enter upon the Property at reasonable times during ordinary business hours, or as otherwise agreed to by Seller, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Notwithstanding the provisions of Section 29 below, notices delivered by Buyer to Seller under the preceding sentence may also be delivered by electronic mail or by telephone. Such notices shall identify the name of Buyer's Agent who will be entering upon the Property and the purpose for the site visit. Seller shall provide Buyer and Buyer's Agents with reasonable access to the Property, subject to the rights of tenants or occupants and provided that: (i) Buyer will keep the Property free and clear of any mechanic's or materialmen's liens arising out of any such entry; (ii) Buyer will promptly restore any damage caused by Buyer or Buyer's Agents; (iii) Buyer will perform all investigations in a safe and professional manner, so as to minimize disturbance to the Property's occupants; (iv) Buyer will not allow any dangerous or hazardous conditions caused by Buyer and/or Buyer's Agents to exist on the Property; (v) Buyer will

comply with all applicable laws and governmental regulations; (vi) Buyer will not contact Seller's tenants except as arranged by and in cooperation with Seller; (g) Buyer will not perform any invasive testing of the Property, including, without limitation, soil borings, ground water samples, environmental Phase II tests or other invasive testing of the Property, including any such testings for the presence of any asbestos and Hazardous Materials (as hereinafter defined), without Seller's prior written consent, which consent shall not be unreasonably withheld. In addition to complying with the foregoing provisions, any activities conducted by Buyer or Buyer's Agents on the Property shall be conducted in accordance with Section 18.2 below and in accordance with the Common Interest Agreement (as hereinafter defined).

9.1.2.3 Restoration of Property. If this Agreement terminates prior to the Close of Escrow, Buyer shall: (i) repair any damages resulting to the Property due to the activities of Buyer and/or Buyer's Agents and cause the Property to be returned to substantially the same condition as it was prior to any testing done by Buyer or Buyer's Agents on or with respect to the Property; (ii) deliver to Seller, without representation or warranty, copies of all tests, reports or inspections that Buyer and/or Buyer's Agents have conducted on or with respect to the Property (except for environmental tests, unless expressly requested by Seller); and (c) return to Seller all Documents and Materials delivered to Buyer by Seller.

9.1.2.4 Indemnity. Buyer shall indemnify, defend and hold Seller and its officers, directors, partners, shareholders, employees, agents and affiliates (collectively, the **"Seller Parties"**) and the Property harmless from any and all damages, claims, demands, liens, claims of liens, losses, fines, penalties, judgments, actions or liability of any kind (including, without limitation, reasonable attorneys' fees, expert witness fees and litigation or arbitration costs reasonably incurred) (collectively, **"Losses"**) arising out of or as a result of the entry onto the Property by Buyer and/or Buyer's Agents except for Losses to the extent arising from or related to (i) acts or omissions of Seller or the Seller Parties, (ii) any diminution in the value of the Property arising from or related to matters discovered by Buyer during its investigation of the Property, (iii) any latent defects in the Property discovered by Buyer, (iv) liability which results from the release of preexisting toxic or Hazardous Materials (as hereinafter defined) on or about the Property resulting from environmental inspections or testing, and (v) liability which arises from the results or findings of such tests. In no event shall Buyer be or be considered an owner or operator of the Property, or an agent of Seller with respect to the Property. The provisions of this Section shall survive the Close of Escrow.

9.1.2.5 Insurance. Prior to any entry by Buyer or Buyer's Agents on the Property, Buyer shall furnish Seller with a certificate of Buyer's liability insurance policy, which insurance shall be primary coverage regardless of whether Seller has other collectible insurance, and evidence coverage in the amount of at least One Million Dollars ($1,000,000.00) per occurrence against any loss, damage, or injury which may arise from or occur as a result of the entry by Buyer or any of Buyer's Agents upon the Property and/or any activities thereon, and shall also provide an endorsement which shall name Seller as an additional insured.

9.1.2.6 Documents and Materials. Buyer hereby acknowledges receipt of the documents and materials (the **"Environmental Documents and Materials"**) described on Exhibit G attached hereto and incorporated herein by this reference. To the extent that Seller has not already done so, within ten (10) calendar days following the Effective Date,

Seller shall deliver to Buyer, at Seller's sole cost and expense, all of the documents and materials (the **"Additional Documents and Materials"**) described in Exhibit H attached hereto and incorporated herein by this reference to the extent that such Additional Documents and Materials are in Seller's possession, or in the possession of Seller's agents or employees, or otherwise in Seller's control, and any other documents or materials relating, directly or indirectly, to the Property which Buyer reasonably requests. The Environmental Documents and Materials and the Additional Documents and Materials are collectively referred to herein as the **"Documents and Materials"**).

9.1.3 Settlement Agreements. As more particularly set forth in Section 18 below, prior to the Close of Escrow, the Parties shall have obtained the Settlement Agreements (which shall include No Further Action Letters (as defined below) or their equivalent) with the relevant Environmental Agencies (as hereinafter defined) for all environmental liability or conditions associated with the ownership and/or operation of the Property.

9.1.4 Seller's Satisfaction of Environmental Obligations. Prior to the Close of Escrow, Seller shall have fully satisfied all of the Environmental Obligations (as hereinafter defined) in accordance with the provisions of Section 19 below.

9.1.5 Approval of Restoration Project Entitlements. Buyer shall have obtained Approval of the Restoration Project Entitlements (as hereinafter defined) pursuant to Section 21 below.

9.1.6 Approval of the Non-Restoration Project Entitlements. Except as otherwise provided in Section 22.4.1, Buyer shall have obtained Approval of the Non-Restoration Project Entitlements (as hereinafter defined) pursuant to Section 22 below.

9.1.7 Assignment of Lease. In the event that Buyer elects for Seller to assign the Property Leases (as hereinafter defined) pursuant to Section 23.1 below, Seller shall assign the Property Leases to Buyer at the Close of Escrow in accordance with the Lease Assignment (as hereinafter defined).

9.1.8 DSL Lease. Prior to the Close of Escrow, Seller shall cause the DSL Lease (as hereinafter defined) to be terminated in accordance with Section 23.2 below, and shall satisfy, at Seller's sole cost and expense, any and all obligations imposed by DSL in connection with the termination of the DSL Lease prior to the Close of Escrow.

9.1.9 Relinquishment of Mineral Interest. On or before December 15, 2010, Seller shall cause the current holder(s) of the Mineral Interest (as hereinafter defined) to execute, acknowledge and record in the Official Records of Multnomah County a Quitclaim Deed (**"Quitclaim Deed"**) for the purpose of fully releasing, relinquishing and forever quitclaiming the Mineral Interest to Seller (the **"Mineral Relinquishment Condition"**). The Quitclaim Deed shall be in the form attached hereto as Exhibit I, or in such other form that is approved by Seller, Buyer and the holder(s) of the Mineral Interest. Seller shall be solely responsible for all costs and expenses associated with satisfying the Mineral Relinquishment Condition. The term **"Mineral Interest"** shall mean all of the coal, oil, gas, casinghead gas and

all ores and minerals of every kind and nature underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, as reserved by Spokane, Portland and Seattle Railway Company, a Washington corporation, and Burlington Northern, Inc., a Delaware corporation, under that certain instrument dated June 14, 1974, and recorded on February 28, 1975, in Book 1029, Page 1716.

9.1.10 Title Insurance. At Close of Escrow, Title Company shall have issued or shall have irrevocably committed to issue the Title Policy (as hereinafter defined) to Buyer.

9.1.11 Seller's Obligations. As of the Close of Escrow, Seller shall have timely performed all of the material obligations required to be performed by Seller under this Agreement.

9.1.12 Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

9.2 Conditions to Seller's Obligations. The Close of Escrow and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's written waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

9.2.1 Settlement Agreements. As more particularly set forth in Section 18 below, prior to the Close of Escrow, the Parties shall have obtained the Settlement Agreements with the relevant Environmental Agencies for all environmental liability or conditions associated with the ownership and/or operation of Property.

9.2.2 Buyer's Obligations. Buyer shall have timely performed all of the material obligations required by the terms of this Agreement to be performed by Buyer.

9.2.3 Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respect as of the Close of Escrow.

9.3 Failure of Condition. In the event any of the conditions set forth in Section 9.1 or 9.2 (collectively, the **"Closing Conditions"**) are not timely satisfied or waived by the appropriate benefited Party, for a reason other than the default of Buyer or Seller, this Agreement shall terminate, the Parties shall have no further obligations under this Agreement (except for those obligations that expressly survive the termination of this Agreement), and Seller shall promptly refund to Buyer the Refundable Portion of the Deposit (or the entire Deposit, to the extent required under Section 19 below) and all interest accrued thereon. In the event any of the conditions set forth in Section 9.1 or 9.2 are not timely satisfied or waived by the appropriate benefited Party as a result of a breach of this Agreement by Buyer or Seller, the provisions of Sections 27.1 and 27.2, as applicable, shall apply.

10. Deposits By Seller. Prior to the Close of Escrow, Seller shall deposit with Escrow Holder the following documents:

10.1 Warranty Deed. The Warranty Deed, duly executed and acknowledged in recordable form by Seller, conveying fee title to the Property to Buyer subject only to the Approved Conditions of Title.

10.2 Lease Assignment. The Lease Assignment, if applicable, executed by Seller.

10.3 FIRPTA Certificate. A certification, acceptable to Escrow Holder and duly executed by Seller under penalty of perjury setting forth Seller's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (**"FIRPTA Certificate"**).

10.4 Proof of Authority. Prior to the Close of Escrow, or as otherwise required by the Title Company, such proof of Seller's authority and authorization to enter into this Agreement proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller as may be reasonable required by Title Company and/or Buyer.

10.5 Lien Affidavits. Any lien affidavits or mechanic's lien indemnification as may be required by the Title Company in order to issue the Title Policy.

10.6 Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Buyer in order to close Escrow in accordance with the terms of this Agreement.

11. Deposits By Buyer. Prior to the Close of Escrow, Buyer shall deposit with Escrow Holder the following documents:

11.1 Base Purchase Price. In good funds, the Base Purchase Price, less the Deposit;

11.2 Promissory Note. The Promissory Note, executed by Buyer;

11.3 Security Documents. The Security Documents, duly executed and acknowledged in recordable form by Buyer;

11.4 Lease Assignment. The Lease Assignment, if applicable, executed by Buyer.

11.5 Costs and Expenses. All amounts necessary to pay Buyer's share of the escrow and title costs for such closing; and

11.6 Proof of Authority. Prior to the Close of Escrow, or as otherwise required by the Title Company, such proof of Buyer's authority and authorization to enter into this

Agreement proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer as may be reasonable required by Title Company and/or Seller.

11.7 Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Seller in order to close Escrow in accordance with the terms of this Agreement.

12. Issuance of Title Insurance. At the Close of Escrow, Seller shall cause Escrow Holder's title insurer (**"Title Company"**) to issue to Buyer its standard form American Land Title Association Owner's Policy of Title Insurance (**"Standard Coverage Title Policy"**) showing fee title to the Property vested in Buyer, subject only to the Approved Conditions of Title, the printed exceptions and exclusions common to ALTA policies other than the "creditor's rights" exception and the "arbitration" provision, which shall be deleted, with liability in an amount equal to the Purchase Price. At Buyer's election, title to the Property may be evidenced by Title Company issuing to Buyer its American Land Title Association Extended Coverage Policy of Title Insurance (**"Extended Coverage Title Policy"**) showing fee title to the Property vested in Buyer, subject only to the Approved Conditions of Title, the printed exceptions and exclusions common to ALTA policies other than the "creditor's rights" exception and the "arbitration" provision, which shall be deleted, with liability in an amount equal to the Purchase Price. The Standard Coverage Title Policy or the Extended Coverage Title Policy, as elected by Buyer, is hereafter referred to as the **"Title Policy."**

13. Costs and Expenses. Buyer and Seller shall allocate and pay the Escrow and title costs, as follows: (a) Seller shall pay for the Standard Coverage Title Policy in the amount of the Purchase Price; (b) Buyer shall pay for the Extended Coverage Title Policy premium increment and for any endorsements that it desires and for any survey costs associated with the Extended Coverage Title Policy; and (c) the transfer taxes, recording fees and all other Escrow fees or costs shall be divided equally between Buyer and Seller. Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively.

14. Prorations. All non-delinquent real estate taxes, assessments and bonds on the Property (to the extent such matters are approved by Buyer pursuant to Section 9.1.1) shall be prorated as of 11:59 p.m. on the day prior to the Close of Escrow on the basis of a 30-day month, using the latest available tax bills. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the Party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto. All delinquent taxes, assessments and bonds, if any, on the Property shall be paid at the Close of Escrow from funds accruing to Seller. In the event that Buyer elects for Seller to assign the Property Leases to Buyer pursuant to Section 23.1 below, all rent paid by the tenant under such Property Lease shall be prorated in accordance with the provisions of this Section 14.

15. As-Is, Where-Is. Except for (a) Seller's obligations under the Settlement Agreements, (b) Seller's Environmental Obligations, (c) Seller's obligations under Section 23.2 to satisfy all obligations imposed by DSL in connection with the termination of the DSL Lease, and (d) the representations and warranties made by Seller to Buyer under Section 16 of this Agreement, Buyer is purchasing the Property "AS IS WHERE IS" IN ITS PRESENT CONDITION, WITH ALL FAULTS, IF ANY, AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. As of the Close of Escrow, Buyer will have inspected the Property and all Documents and Materials provided by Seller to Buyer as provided herein. Except as expressly set forth in this Agreement or any instrument delivered pursuant to this Agreement and the warranties set forth or implied in the Warranty Deed, Seller makes no representations or warranties, express or implied, with respect to: (a) the condition of the Property or any buildings, structure or improvements thereon or the suitability of the Property for habitation or for Buyer's intended use; (b) any applicable building, zoning or fire laws or regulations or with respect to compliance therewith or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (c) the availability or existence of any water, sewer or utilities, any rights thereto, or any water, sewer or utility districts; (d) access to any public or private sanitary sewer or drainage system; or (e) the presence of any Hazardous Materials at the Property or in any improvements on the Property, including without limitation asbestos or urea-formaldehyde, or the presence of any environmentally hazardous wastes or materials in, on, or under the Property. Buyer acknowledges that, as of the Close of Escrow, Buyer will have fully inspected the Property. The provisions of this paragraph shall survive Closing and the recording of the Warranty Deed and the provisions of this paragraph shall not merge into the Warranty Deed. Nothing contained in the foregoing provisions shall in any manner limit or qualify (a) the representations and warranties made by Seller to Buyer under Section 16 of this Agreement, (b) the express or implied warranties contained in the Warranty Deed, (c) Seller's obligation to obtain the Settlement Agreements required under Section 18 below, (d) Seller's obligation to fully satisfy its Environmental Obligations under Sections 19 and 20 below, or (e) any other pre-Closing or post-Closing obligations of Seller that are expressly set forth in this Agreement.

16. Seller's Representations and Warranties. As a material part of the consideration for Buyer entering into this Agreement, Seller makes the representations and warranties set forth in this Section as of the Effective Date and as of the Close of Escrow, each of which is material and is being relied upon by Buyer (the continued truth and accuracy of which constitutes a condition precedent to Buyer's obligations hereunder). The representations and warranties shall survive the Close of Escrow for four (4) years. The phrase **"to Seller's knowledge"** shall mean the current actual knowledge, without a duty to investigate, of Seller's current general manager, Jimmy Stahly, and corporate secretary, Gail Holter. Seller hereby represents and warrants that the foregoing individuals are the only individuals of Seller with any substantive knowledge of the matters that are the subject of the following representations and warranties.

16.1 Organization. Seller is an Oregon cooperative corporation duly organized, validly existing and in good standing under the laws of Oregon.

16.2 Authority of Seller. Seller has the legal power, right, and authority to enter into this Agreement, and has the legal power, right, and authority to enter into the instruments referred to herein and consummate the transactions contemplated herein. The persons executing this Agreement and the instruments referred to herein on behalf of Seller and the partners,

officers, or trustees of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement. This Agreement is a valid and binding obligation of the Seller except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, or other similar laws affecting creditor's rights generally and subject to the exercise of judicial discretion in accordance with general principles of equity. Except as contemplated by this Agreement, to Seller's Knowledge, no authorizations or approvals, whether of governmental bodies or of any lender, or otherwise, are necessary in order for Seller to enter into this Agreement and perform its obligations hereunder.

16.3 Pending Actions. To Seller's Knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending or threatened against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement or which could result in a material adverse change in the condition, operation, developability or marketability of the Property from its condition as of the Effective Date. Notwithstanding the foregoing provision, Seller hereby discloses to Buyer that it is delinquent in its obligation to pay its real property taxes (the **"Tax Delinquency"**). Seller agrees to cure the Tax Delinquency in full prior to the date on which any foreclosure proceedings are instituted by the County. Seller shall provide Buyer with copies of all notices and other communications concerning the Tax Delinquency promptly upon Seller's receipt and/or delivery thereof.

16.3.1 2007 Tax Delinquency. Notwithstanding any other provision contained herein to the contrary, Seller agrees that each increment of the Deposit that is scheduled to be released by Escrow Holder to Seller under Section 4.2 shall be paid by Seller to the County for the purpose of curing the Tax Delinquency for the 2007 tax year (estimated to be approximately $120,000.00 as of the Effective Date of this Agreement) (the **"2007 Tax Delinquency"**). Seller, utilizing the amounts released to Seller under Section 4.2, shall fully satisfy the 2007 Tax Delinquency prior to the date on which the County initiates foreclosure proceedings (i.e., by May 15, 2011). To the extent that the funds that are required to be released to Seller under Section 4.2 are not sufficient to fully satisfy the 2007 Tax Delinquency, Seller shall pay the balance necessary to fully satisfy the 2007 Tax Delinquency prior to the date on which the County initiates foreclosure proceedings. Prior to the date on which the County initiates foreclosure proceedings, Seller shall provide Buyer with evidence in a form reasonably acceptable to Buyer that the 2007 Tax Delinquency has been cured in full. Nothing contained in the foregoing provisions shall be construed as releasing Seller from its obligation to refund the Refundable Portion of the Deposit to Buyer in the event that Seller is required to do so under the provisions of this Agreement.

16.4 Nonforeign Status. Seller warrants that it is not a Foreign Person. Seller shall deliver to Buyer at Closing a Certificate of Nonforeign Status setting forth Seller's address and United States taxpayer identification number and certifying that it is not a Foreign Person.

16.5 Leases. Except for the Property Leases and the DSL Lease, there are no leases affecting the Property or the submerged or submersible lands abutting the Property. To Seller's Knowledge, there is no obligation of the landlord under the Property Leases to perform

any improvements on the Property or make any payments to the tenants under such Property Leases.

16.6 Property Documents and Environmental Conditions. To Seller's Knowledge, the Documents and Materials described in Exhibit G and Exhibit H, which have been or will be provided by Seller to Buyer pursuant to Section 9.1.2.6 above are all of the documents and materials in Seller's possession or control relating to the Property or its environmental condition, and, in the aggregate, contain a true, accurate and complete description of the environmental condition of the Property. To Seller's Knowledge, Seller has not failed to provide to Buyer or its consultants any material information requested by Buyer or its consultants regarding the Property. To Seller's Knowledge, except as disclosed by the Environmental Documents and Materials described in Exhibit G or otherwise by provisions in this Agreement, the Property is not in material violation of any Environmental Laws (as hereinafter defined) related to the Property. Exhibit G lists all permits, licenses and other authorizations pertinent to Environmental Laws and held by Seller with respect to the Property. Except as disclosed in the Environmental Documents and Materials described in Exhibit G and delivered by Seller to Buyer, Seller has not received any notice, report or other information regarding any actual or alleged violation of Environmental Laws, or any liabilities or potential liabilities, including any investigatory, remedial or corrective obligations, relating to any of the Property under applicable Environmental Laws.

16.6.1 Hazardous Materials Defined. For purposes of this Agreement, **"Hazardous Materials"** means any chemical, element, compound, material, mixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous material," "hazardous substance," "hazardous waste," "extremely hazardous waste," "dangerous waste," "infectious waste," "toxic substance," "toxic pollutant," "pollutant," "regulated emission," or any other words of similar import intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, or as a nuisance, including without limitation polychlorinated biphenyls, dioxins and furans, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, radioactive materials, mold any petroleum or petroleum product, radon gas, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas in such synthetic gas), ash, municipal solid waste steam, drilling fluids, or produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal resources.

16.6.2 Environmental Laws Defined. For purposes of this Agreement, **"Environmental Laws"** mean and include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.; the Federal Clean Air Act, 42 U.S.C. § 7401-7626; the Federal Water Pollution Control Act and Federal Clean Water Act of 1977, as amended, 33 U.S.C. § 1251 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 135 et seq.; the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Federal Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001 et seq.; the National Environmental Policy Act (NEPA), 42 U.S.C. §4321; the Occupational Safety

and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Endangered Species Act of 1973, 16 U.S.C. 1531 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq., the State of Oregon's Air Pollution Control Act, ORS 468A.005, et seq.; Noise Control Act, ORS 467.010, et seq.; Water Pollution Control Act, ORS 468B.005, et seq.; Oil or Hazardous Material Spillage Act, ORS 468B.300, et seq.; Community Information on Hazardous Substances Act, ORS 453.307, et seq.; Radiation Sources Act, ORS 453.605, et seq.; Transportation of Hazardous Substances and Radioactive Materials Act, ORS 453.825, et seq.; Cleanup of Toxic Contamination from Illegal Drug Manufacturing Act, ORS 453.855, et seq.; Solid Waste Management Act, ORS 459.005, et seq.; Reduction of Use of Toxic Substances and Hazardous Waste Generation Act, ORS 465.003, et seq.; Removal or Remedial Action Act ("Environmental Cleanup Law"), ORS 465.200, et seq.; Storage, Treatment, and Disposal of Hazardous Waste and PCB Act (state's companion to RCRA), ORS 466.005, et seq.; Notice of Environmental Hazards Act, ORS 466.360, et seq.: Use of PCB Act, ORS 466.505, et seq.; Spill Response and Cleanup of Hazardous Materials Act, ORS 466.605, et seq.; Oil Storage Tanks Act, ORS 466.706, et seq.; Pesticide Control Act, ORS 634.006, et seq., all as amended now or in the future, and all other federal, state, local and foreign statutes, regulations and ordinances concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes (including petroleum products or byproducts), together with all applicable common law pertaining to actions for personal injury and property damage resulting from Hazardous Materials with respect to both on-site and off-site contamination.

16.7 No Default. To Seller's Knowledge, Seller is not in default under any contracts, leases, agreements, easements or any other documents or instruments relating to or affecting this Agreement or the Property.

16.8 No Rights to Acquire Property. Except for the tenants' rights under the Property Leases, to Seller's Knowledge, no person, firm or entity other than Buyer has any rights in or right to acquire, lease or obtain any interest in the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, option, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into any agreement granting to any person or entity any option to purchase or rights superior to Buyer with respect to the Property or any part thereof.

16.9 Indemnification. Seller agrees to indemnify, protect, defend with legal counsel acceptable to the other Party, and hold Buyer and Buyer's employees, general partners, members, directors, officers, affiliates, subsidiaries, agents and representatives harmless for, from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature, including, without limitation, reasonable attorneys' fees, expert witness fees and litigation or arbitration costs reasonably incurred, relating to or arising out of a breach of any of Seller's representations and warranties set forth in this Agreement. The covenants contained in this Section 16 shall survive the Close of Escrow.

17. Buyer's Representations and Warranties. In consideration of the Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties as of the Effective Date and as of the Close of Escrow, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder).

17.1 Buyer's Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. All requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other Party is required. Notwithstanding the foregoing provisions, Seller understands and acknowledges that Buyer will not obtain final corporate approval to proceed with this transaction until it has completed its feasibility studies pursuant to Section 9.1.2 of this Agreement. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer and the partners of Buyer, if any, have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

18. Settlement Agreements. As a condition to the Close of Escrow, and in order to fully satisfy any and all clean-up obligations and/or liabilities associated with the past or present environmental condition of the Property, Buyer and Seller shall obtain from EPA, the Oregon Department of Environmental Quality (**"ODEQ"**), DSL and such other governmental authorities with jurisdiction over the environmental condition of the Property and the submerged or submersible lands abutting the Property (collectively, the **"Environmental Agencies"**), all Settlement Agreements, Prospective Purchaser Agreements, de minimis settlement Consent Decrees, No Further Action Letters and/or such other protective agreements, environmental releases, clearances and approvals from the Environmental Agencies, including, without limitation an updated ASTM E 1527-05 environmental site report, that Buyer and Seller each deem appropriate, in their sole and absolute discretion (collectively, the **"Settlement Agreements"**). Buyer and Seller shall cooperate to obtain all Settlement Agreements prior to the Close of Escrow. The Settlement Agreements known to be required or to be sought as of the Effective Date of this Agreement are described on Exhibit J attached hereto and incorporated herein by this reference. Buyer and Seller shall cooperate to update such exhibit and to secure such additional Settlement Agreements as the Restoration Project progresses and such additional agreements appear necessary to Buyer or Seller in their sole and absolute discretion.

18.1 No Further Action Letter Defined. For purposes of this Agreement, **"No Further Action Letter"** or **"NFA Letter"** is a written document of the sort referred to in OAR 340-122-0250(9), or its legal written equivalent in the form of an administrative order from the ODEQ or a consent judgment; at the federal level, such a document would come to Seller from the EPA, Region Ten, and the United States Department of Justice. All such NFA Letters are anticipated to be conditioned by the relevant agency upon potential future changes in applicable law or the discovery of new contamination or levels thereof; however, for purposes of this Agreement, the required NFA Letter shall not be otherwise conditioned. For example and not by

way of limitation, the NFA Letter shall neither result in a restrictive covenant or any other recordation upon the title to Property, nor allow the continued presence of Hazardous Materials on the Property where their presence requires a deed notice or restriction, or future work following demolition of any building or pavement, nor contain any other institutional or engineering controls. Notwithstanding the foregoing, (i) on July 10, 2009, Seller received a more broadly conditioned NFA from ODEQ for ECSI Sites 2373 and 2351; (ii) both Seller and Buyer hereby accept that ODEQ NFA as adequate to meet all the requirements of the ODEQ Settlement Agreement; and (iii) that ODEQ NFA does not extend to nor obviate the potential need for a similar Settlement Agreement from the DSL or any entity other than ODEQ.

18.2 Process for Conducting Environmental Investigations and Obtaining Settlement Agreements.

18.2.1 Investigations Concerning Environmental Condition of the Property. Buyer and Seller shall coordinate with each other on Buyer's efforts to investigate the environmental condition of the Property. In this regard subject to any Property leases, (a) Seller agrees to initiate commercially reasonable efforts to remove or relocate, or shall cause its tenants to remove or relocate, personal property located within the buildings or elsewhere on the Property that may interfere with Buyer's efforts to thoroughly investigate the environmental condition of the Property; (b) Buyer shall split samples with Seller; (c) the Parties shall coordinate the reporting of Buyer's findings; (d) Buyer shall provide Seller (without representation or warranty) copies of all tests, studies, assessments, reports and other documents prepared by Buyer's consultants in connection with Buyer's investigation of the environmental condition of the Property; and (e) Seller shall use its good faith efforts to obtain from the adjacent landowners any additional documents and information that may be available concerning the environmental condition of the Property and/or any information concerning the environmental condition of the adjacent properties that may have an adverse impact on the Property, and provide such documents and information to Buyer.

18.2.2 Procedures for Pursuing Settlement Agreements. Buyer and Seller shall use their good faith, commercially reasonable efforts to determine their respective obligations under the Settlement Agreements (including the cost of satisfying such obligations) within ninety (90) days after the Effective Date of this Agreement. Buyer and Seller shall coordinate with each other in all communications with the Environmental Agencies concerning the environmental condition of the Property and their pursuit of the Settlement Agreements. In this regard, Buyer and Seller shall provide each other with timely updates concerning the status of their negotiations and communications with the Environmental Agencies, and shall provide each other with copies of any and all agreements, material correspondence, notices, documents and other materials that are exchanged with the Environmental Agencies. Each Party shall be solely responsible for all costs and expenses incurred by it with respect to such matters. In the event that a Party ceases its negotiations with an Environmental Agency, such Party shall promptly notify the other Party of such matter.

18.2.3 Termination of DSL Lease and Pursuit of New Lease with DSL. Buyer and Seller shall coordinate with each other concerning (a) Seller's efforts to terminate the DSL Lease and to satisfy any obligations that DSL and/or any other Environmental Agency may impose on Seller in conjunction with such termination, and (b) Buyer's efforts to obtain a new

lease with DSL in conjunction with the entitlement of Buyer's Restoration Project, for the purpose of maximizing the benefits derived from such activities for both Parties. Each Party shall be solely responsible for all costs and expenses incurred by it with respect to such matters.

18.2.4 Communications with Neighbors and Linnton Community. Buyer and Seller shall coordinate with each other in their communications with neighboring landowners, tenants and the Linnton community in an effort to gain community support for Buyer's Restoration Project.

18.2.5 Common Interest Agreement. The Parties agree to comply with the terms and conditions of the Common Interest and Confidentiality Agreement (**"Common Interest Agreement"**) attached hereto as Exhibit K and incorporated herein by this reference.

18.3 Failure to Obtain Settlement Agreements. In the event that Buyer and Seller are unable to obtain the Settlement Agreements on terms and conditions that are acceptable to each of them in their sole and absolute discretion by the Closing Date, either Party shall have the right to terminate this Agreement by providing written notice (the **"Termination Notice"**) to the other Party, in which event, except as otherwise provided herein, the Parties shall have no further rights, duties or obligations under this Agreement. The Termination Notice shall be delivered by the terminating Party to the other Party promptly after the date on which the terminating Party determines that it will be unable to resolve its concerns regarding the unacceptable terms and conditions of the Settlement Agreements.

18.3.1 Termination by Buyer. In the event that Buyer elects to terminate this Agreement pursuant to the provisions of Section 18.3 above, Seller, as its sole and exclusive remedy, shall be entitled to retain the Nonrefundable Portion of the Deposit.

18.3.2 Termination by Seller. In the event that Seller elects to terminate this Agreement pursuant to the provisions of Section 18.3 above, Buyer, as its sole and exclusive remedy, shall be entitled to an immediate return of the entire Deposit, and Seller shall, subject to the Buyer's Costs Cap (as hereinafter defined), promptly reimburse Buyer for all of Buyer's Costs (as hereinafter defined). The term **"Buyer's Costs"** shall mean the out-of-pocket costs and expenses incurred by Buyer with respect to the transaction contemplated under this Agreement, including, without limitation, (a) all expenses paid to Buyer's attorneys in connection with the negotiation and preparation of this Agreement and the Settlement Agreements, in connection with processing and obtaining the Restoration Project Entitlements and the Non-Restoration Project Entitlements, in connection with terminating the DSL Lease and entering into a new lease with DSL, and in connection with any other matters relating to the Property and/or the transaction contemplated under this Agreement; (b) all expenses paid to the Environmental Agencies in connection with the Parties' efforts to obtain the Settlement Agreements; (c) all expenses paid to Buyer's consultants in connection with Buyer's due diligence investigation of the Property; (d) all expenses paid to third-party consultants and/or DSL in connection with terminating the DSL Lease and entering into a new lease with DSL; (e) all expenses paid to Buyer's consultants and the Regulatory Agencies (as hereinafter defined) with respect to obtaining the Regulatory Agencies' Approval of the Restoration Project Entitlements and the Regulatory Agencies' Approval of the Non-Restoration Project Entitlements (as such terms are hereinafter defined); and (f) and all other expenses reasonably incurred by Buyer and paid to

third parties in connection with any other matters relating to the Property and/or the transaction contemplated under this Agreement. Except as otherwise provided in Section 27.1 below, Seller's obligation to reimburse Buyer for Buyer's Costs shall be limited to Fifty Thousand and No/100ths Dollars ($50,000.00) for each ninety (90)-day period, commencing on the Effective Date of the Purchase Agreement (the **"Buyer's Costs Cap"**). The following chart illustrates the applicable Buyer's Costs Cap based upon the date on which Seller exercises its termination rights:

Termination Date	Buyer's Costs Cap
Within 90 days after Effective Date	$50,000.00
Day 91 thru 180	$100,000.00
Day 181 thru 270	$150,000.00
Day 271 thru 1st anniversary of Effective Date	$200,000.00

Except as otherwise provided in this Section 18.3.2 and in Sections 19.2.1 and 27.1 below, Seller shall have no obligation to reimburse Buyer for Buyer's Costs.

19. Environmental Obligations. As a condition to the Close of Escrow for the benefit of Buyer, Seller must fully satisfy all environmental obligations and liabilities associated with the Property required to (a) satisfy all of its financial and remediation obligations under the Settlement Agreements, (b) satisfy all other obligations that must be satisfied in order to obtain No Further Action Letters relating to any Hazardous Materials on, under or migrating from the Property, and (c) satisfy Seller's obligations pursuant to Section 20, if any, below (collectively, the **"Environmental Obligations"**) prior to the Close of Escrow. At such time as the Environmental Obligations are determined with certainty, Buyer and Seller shall amend this Agreement for the purpose of setting forth the specific Environmental Obligations that must be satisfied by Seller prior to the Close of Escrow and the estimated cost of satisfying such Environmental Obligations. Seller shall thereafter use its good faith, commercially reasonable efforts to fully satisfy the Environmental Obligations prior to the Close of Escrow. Notwithstanding the foregoing provisions, to the extent any remediation obligations are attributable to Buyer's Restoration Project, then Buyer shall be responsible for satisfying such remediation obligations, at Buyer's sole cost and expense.

19.1 Costs and Expenses. Seller shall be solely responsible for all costs and expenses associated with fully satisfying the Environmental Obligations, including, without limitation, all remediation costs and all payment obligations under the Settlement Agreements. Seller has the right to use any of its insurance policy coverage proceeds to fund its Environmental Obligations.

19.2 Seller's Failure to Satisfy Environmental Obligations. In the event that Seller fails for any reason to fully satisfy its Environmental Obligations prior to the Close of Escrow, then:

19.2.1 Buyer shall have the right to terminate this Agreement, in which event the Parties shall have no further obligations under this Agreement (except for those obligations that expressly survive the termination of this Agreement), and Seller shall promptly refund to Buyer the entire Deposit, and all interest accrued thereon, and shall promptly reimburse Buyer for Buyer's Costs (which shall be subject to the Buyer's Costs Cap); or,

19.2.2 Buyer and Seller may mutually agree to extend the Close of Escrow for a reasonable period of time for the purpose of providing Seller sufficient time in which to satisfy its Environmental Obligations, in which event the dates by which the Progress Payments are due shall be extended for an equal duration; or,

19.2.3 Buyer and Seller may mutually agree to proceed to the Close of Escrow by the Closing Date, in which event a portion of the Purchase Price (the **"Holdback Funds"**) shall be held back in Escrow (the amount of which shall be mutually agreed to be sufficient to satisfy Seller's post-Closing Environmental Obligations) for the purpose of securing Seller's obligation to satisfy the post-Closing Environmental Obligations. In such event, Buyer and Seller shall amend this Agreement for the purpose of setting forth (a) a schedule for Seller's performance of the post-Closing Environmental Obligations; (b) a schedule for the release of the Holdback Funds that corresponds with Seller's satisfaction of the post-Closing Environmental Obligations; and (c) Buyer's remedies in the event that Seller fails to timely satisfy the post-Closing Environmental Obligations, which shall include, without limitation, Buyer's right to draw upon the Holdback Funds and to offset any costs incurred by Buyer in satisfying Seller's post-Closing Environmental Obligations against the amounts owing under the Promissory Note (i.e., the Progress Payments). The Promissory Note, Trust Deed and Security Agreement shall also be modified, as appropriate, to reflect such terms.

20. Demolition of Buildings. Seller shall have no obligation to demolish the buildings currently located on the Property or to pay any portion of the costs associated with the demolition of the buildings or any resulting environmental remediation costs directly associated with the buildings themselves, such as lead paint or asbestos potentially in or on the buildings. Notwithstanding the foregoing provision, environmental remediation costs for other matters, such as potential hydraulic pits, drains, or underground storage tanks, even if associated with the buildings in some way, that are discovered by Buyer prior to expiration of the Contingency Period, shall constitute Environmental Obligations to be satisfied by Seller pursuant to Section 19 above. Except as otherwise provided in the Settlement Agreements or except as otherwise provided in the representations and warranties made by Seller to Buyer under this Agreement, Seller shall have no obligation to pay any environmental remediation costs associated with matters that are first discovered by Buyer after the Close of Escrow.

21. Entitlements for Restoration Project and DSAY Certification.

21.1 Buyer's Obligation to Process Restoration Project Entitlements Applications. Unless this Agreement has been previously terminated by Buyer pursuant to its rights set forth in this Agreement, promptly following the expiration of the Contingency Period or at such earlier time as Buyer deems appropriate, Buyer shall prepare and diligently process with the United States Army Corps of Engineers, the United States Fish and Wildlife Service, EPA, the National Marine Fisheries Service, ODEQ, DSL, the Natural Resource Damage

Assessment Trustees (the **"NRDA Trustees"**), the City, the County and/or any other governmental or quasi-governmental federal, state and local agency with jurisdiction over Buyer's Restoration Project (collectively, the **"Regulatory Agencies"**), any applications that are necessary in order for Buyer (i) to obtain the necessary permits and approvals for its development of the Property for a restoration project, which will include the removal of some or all of the structures located on the Property, and the restoration of the Property to a mosaic of riparian, channel, tidal marsh, and mud flat habitats, and/or a 404/401/ESA mitigation bank (collectively, the **"Restoration Project"**), and (ii) to obtain approval and certification from the NRDA Trustees of the projected and conventionally estimated DSAYs that the Restoration Project will generate (collectively, the **"Restoration Project Permits, Approvals and Certifications"**). Buyer shall use its good faith, commercially reasonable efforts, to obtain the Restoration Project Permits, Approvals and Certifications. The Restoration Project Permits, Approvals and Certifications may include, without limitation, the Permits, Approvals and Certifications described in Exhibit G attached hereto and incorporated herein by this reference.

21.2 Cooperation; Seller's Consent to Restoration Project Entitlement Applications. Concurrently with Buyer's submittal of the applications for the Restoration Project Permits, Approvals and Certifications (the **"Restoration Project Entitlement Applications"**) to the Regulatory Agencies, Buyer shall provide Seller with a copy of such Restoration Project Entitlement Applications; provided, however, Seller shall have no approval rights over the Restoration Project Entitlement Applications. Seller shall provide Buyer with written authorization, in a form that is reasonably acceptable to Buyer and the applicable Regulatory Agencies, that Seller has consented to the processing of the Restoration Project Entitlement Applications. To the extent required by any Regulatory Agencies, Seller shall execute the Restoration Project Entitlement Applications upon request of Buyer or the applicable Regulatory Agencies, and appoint Buyer as Seller's agent for purposes of processing the Restoration Project Entitlement Applications. Buyer shall keep Seller periodically apprised of the status of the Restoration Project Entitlement Applications. Seller shall cooperate, in all reasonable respects and at no material expense to Seller, with Buyer in its efforts to obtain the Regulatory Agencies' issuance of the Restoration Project Permits, Approvals and Certifications. In no event shall such permits, approvals and certifications and/or any other documents associated with the Restoration Project (including, without limitation, any Conservation Easement) bind or burden the Property or Seller prior to the Close of Escrow without Seller's prior written consent which may be withheld in Seller's sole discretion.

21.3 Fees and Costs. Buyer shall be responsible for all fees and costs associated with preparing the Restoration Project Entitlement Applications and obtaining the Regulatory Agencies' issuance of the Restoration Project Permits, Approvals and Certifications, including, without limitation, all engineering and other consulting costs and all application fees.

21.4 Failure to Obtain Restoration Project Permits, Approvals and Certifications. In the event that Buyer is unable to obtain the Regulatory Agencies' issuance of any one or more of the Restoration Project Permits, Approvals and Certifications by the Closing Date, such failure shall not be deemed a default by Buyer under this Agreement. In such event, Buyer shall either (i) waive the issuance of the Restoration Project Permits, Approvals and Certifications as a condition to the Close of Escrow and proceed to close Escrow prior to the Closing Date, or (ii) terminate this Agreement, in which event Seller shall promptly refund to

Buyer the Refundable Portion of the Deposit and all interest thereon, and, except as otherwise provided herein, the Parties shall have no further obligations hereunder.

21.5 Limit on Obligation to Procure Restoration Project Entitlements; Termination. If this Agreement terminates for any reason whatsoever, Buyer shall have no obligation to continue processing the Restoration Project Entitlement Applications or to otherwise seek the Regulatory Agencies' issuance of the Restoration Project Permits, Approvals and Certifications.

21.6 Approval of Restoration Project Entitlements. Buyer shall be deemed to have obtained **"Approval of the Restoration Project Entitlements"** at such time as (i) all applicable Regulatory Agencies have issued all of the Restoration Project Permits, Approvals and Certifications that Buyer deems are necessary and appropriate in order for Buyer to develop the Restoration Project, on terms and conditions satisfactory to Buyer in its sole and absolute discretion, (ii) all applicable appeal periods have expired without the filing of an appeal, or if an appeal has been filed, when the appeal has been resolved on terms satisfactory to Buyer in its sole and absolute discretion, and (iii) the NRDA trustees have approved and certified the projected and conventionally estimated DSAYs that the Restoration Project will generate, and the number of such DSAYs is acceptable to Buyer in its sole and absolute discretion.

21.7 Conveyance of DSAYs to Seller. Provided that Buyer obtains Approval of the Restoration Project Entitlements, at such time as the appropriate Regulatory Agencies have authorized the release of DSAYs for transfer to third parties, Buyer shall transfer up to two (2) DSAYs to Seller (**"Seller's DSAYs"**), for no additional consideration, for the sole purpose of satisfying any obligations that Seller may have as a "potentially responsible party" (as defined under CERCLA) for the Portland Harbor Superfund Site.

21.7.1 Limitations on Transfer of Seller's DSAYs. Seller acknowledges that Buyer is not willing to convey DSAYs to Seller that could be resold in competition with the remaining DSAYs available for sale from Buyer's Restoration Project. Accordingly, Seller shall be prohibited from transferring all or any portion of Seller's DSAYs to a third party without the prior written consent and approval of Buyer, which Buyer may withhold in its sole and absolute discretion. Seller's DSAYs cannot be used as environmental damage compensation for any project or purpose other than the Property.

The provisions of this Section 21.7.1 shall survive the Close of Escrow.

22. Entitlements for Non-Restoration Project. In the event that Buyer determines, in its sole and absolute discretion, that it desires to develop a portion of the Property for industrial use, commercial use and/or some other use that is unrelated to Buyer's Restoration Project (a **"Non-Restoration Project"**), then the provisions of this Section 22 shall apply.

22.1 Buyer's Obligation to Process Non-Restoration Project Entitlements Applications. Unless this Agreement has been previously terminated by Buyer pursuant to its rights set forth in this Agreement, promptly following the expiration of the Contingency Period or at such earlier time as Buyer deems appropriate, Buyer shall prepare and diligently process with the County and all other appropriate Regulatory Agencies any applications that are

necessary in order for Buyer to obtain the necessary permits and approvals for its development of the Non-Restoration Project (the **"Non-Restoration Project Permits and Approvals"**).

22.2 Cooperation; Seller's Consent to Non-Restoration Project Entitlement Applications. Concurrently with Buyer's submittal of the applications for the Non-Restoration Project Permits and Approvals (the **"Non-Restoration Project Entitlement Applications"**) to the County and any other appropriate Regulatory Agencies, Buyer shall provide Seller with a copy of such Non-Restoration Project Entitlement Applications; provided, however, Seller shall no approval rights over the Non-Restoration Project Entitlement Applications. Seller shall provide Buyer with written authorization, in a form that is reasonably acceptable to Buyer and the applicable Regulatory Agencies, that Seller has consented to the processing of the Non-Restoration Project Entitlement Applications. To the extent required by any Regulatory Agencies, Seller shall execute the Non-Restoration Project Entitlement Applications upon request of Buyer or the applicable Regulatory Agencies, and appoint Buyer as Seller's agent for purposes of processing the Non-Restoration Project Entitlement Applications. Buyer shall keep Seller periodically apprised of the status of the Non-Restoration Project Entitlement Applications. Seller shall cooperate, in all reasonable respects and at no material expense to Seller, with Buyer in its efforts to obtain the Regulatory Agencies' issuance of the Non-Restoration Project Permits and Approvals. In no event shall such permits and approvals and/or any other documents associated with the Non-Restoration Project bind or burden the Property prior to the Close of Escrow without Seller's prior written consent.

22.3 Fees and Costs. Buyer shall be responsible for all fees and costs associated with preparing the Non-Restoration Project Entitlement Applications and obtaining the Regulatory Agencies' issuance of the Non-Restoration Project Permits and Approvals, including, without limitation, all engineering and other consulting costs and all application fees.

22.4 Failure to Obtain Non-Restoration Project Permits and Approvals. As of the Effective Date of this Agreement, Buyer has not determined with certainty the specific non-restoration project uses that it will seek to develop on the Property. Notwithstanding any other provision contained in this Section 22 or elsewhere in this Agreement, if Buyer desires for Approval of the Non-Restoration Project Entitlements (as hereinafter defined) to be a condition to the Close of Escrow, then Buyer and Seller must agree upon the specific non-restoration project entitlements that will be processed by Buyer under this Section 22 prior to the expiration of the Contingency Period. The purpose for obtaining such agreement is solely to determine whether Buyer's desired non-restoration use is a reasonable use that is likely to be approved by the Regulatory Agencies prior to the Closing Date. If Buyer and Seller agree that Buyer's desired non-restoration use is a reasonable use that is likely to be approved by the Regulatory Agencies prior to the Closing Date, then Approval of the Non-Restoration Project Entitlements (as hereinafter defined) shall be a condition to the Close of Escrow pursuant to the provisions of Section 22.4.1 below. Seller shall otherwise have no right to approve Buyer's use of the Property for non-restoration purposes. If Buyer and Seller are unable to agree that Buyer's desired non-restoration use is a reasonable use that is likely to be approved by the Regulatory Agencies prior to the Closing Date, then Approval of the Non-Restoration Project Entitlements (as hereinafter defined) shall not be a condition to the Close of Escrow, and the provisions of Section 22.4.1 below shall be of no force or effect.

22.4.1 Failed Condition. In the event that Buyer is unable to obtain Approval of the Non-Restoration Project Entitlements by the Closing Date, such failure shall not be deemed a default by Buyer under this Agreement. In such event, Buyer shall either (a) waive the Approval of the Non-Restoration Project Entitlements as a condition to the Close of Escrow and proceed to close Escrow prior to the Closing Date, or (b) terminate this Agreement, in which event Seller shall promptly refund to Buyer the Refundable Portion of the Deposit, and, except as otherwise provided herein, the Parties shall have no further obligations hereunder.

22.5 Limit on Obligation to Procure Non-Restoration Project Entitlements; Termination. If this Agreement terminates for any reason whatsoever, Buyer shall have no obligation to continue processing the Non-Restoration Project Entitlement Applications or to otherwise seek the Regulatory Agencies' issuance of the Non-Restoration Project Permits and Approvals.

22.6 Approval of Non-Restoration Project Entitlements. Buyer shall be deemed to have obtained **"Approval of the Non-Restoration Project Entitlements"** at such time as (i) all applicable Regulatory Agencies have issued all of the Non-Restoration Project Permits and Approvals that Buyer deems are necessary and appropriate in order for Buyer to develop the Non-Restoration Project, on terms and conditions satisfactory to Buyer in its sole and absolute discretion, and (ii) all applicable appeal periods have expired without the filing of an appeal, or if an appeal has been filed, when the appeal has been resolved on terms satisfactory to Buyer in its sole and absolute discretion.

23. Leases.

23.1 Property Leases. Seller hereby discloses to Buyer that the Property is encumbered by those certain leases described in Exhibit L attached hereto and incorporated herein by this reference (collectively, the **"Property Leases"**). Copies of the Property Leases shall be provided by Seller to Buyer as part of the Documents and Materials. Prior to the expiration of the Contingency Period, Buyer shall elect, in its sole and absolute discretion, for Seller (i) to either assign the Property Leases to Buyer at the Close of Escrow, or (ii) to terminate the Property Leases prior to the Close of Escrow. In the event that Buyer elects for Seller to assign the Property Leases, Buyer and Seller shall agree upon the form of the assignment and assumption (the **"Lease Assignment"**) prior to the expiration of the Contingency Period. The Lease Assignment shall contain customary and reasonable representations and warranties (i.e., no defaults, no modifications, Seller's authority to assign, et cetera), and shall address the proration of rent and the assignment of any security deposits paid by the tenants to Seller under the Property Leases.

23.2 DSL Lease. Seller hereby discloses to Buyer that submerged or submersible lands abutting the Property are subject to a lease between DSL, as landlord, and Seller, as tenant (the **"DSL Lease"**). In no event shall the DSL Lease be transferred to Buyer under the terms of this Agreement. As a condition to the Close of Escrow for the benefit of Buyer, Seller shall cause the DSL Lease to be terminated prior to the Close of Escrow, and shall satisfy, at Seller's sole cost and expense, any and all obligations imposed by DSL in connection with the termination of the DSL Lease prior to the Close of Escrow. Seller agrees to cooperate with Buyer's reasonable requests to facilitate Buyer's entering into a new lease or leases with

DSL of submerged or submersible lands abutting the Property in connection with or following the Close of Escrow. Seller also agrees to reasonably cooperate with Buyer's efforts to create or obtain the maximum possible number of DSAYs in connection with such new lease or leases. The provisions of this Section 23.2 shall survive the Close of Escrow.

24. Agreement Supersedes Right of Entry Agreement. The Parties previously entered into a Right of Entry Agreement dated September 13, 2010, wherein Seller granted Buyer a license to enter upon the Property for any purpose in connection with its proposed purchase and development of the Property, including, without limitation, the right to prepare a survey and to make such inspections, investigations, and tests as Buyer may elect to make or obtain (collectively, the **"Due Diligence Activities"**). The Parties intend for the terms and conditions of this Agreement to supersede the terms and conditions of the Right of Entry Agreement, and hereby terminate the Right of Entry Agreement. All Due Diligence Activities hereafter conducted by Buyer and/or Buyer's Agents shall be conducted in accordance with the provisions of this Agreement. Notwithstanding the termination of the Right of Entry Agreement, Buyer's indemnity, defense and hold harmless obligations under the Right of Entry Agreement shall survive the termination of the Right of Entry Agreement with respect to any Damages (as such term is defined in the Right of Entry Agreement) arising out of or relating to the Due Diligence Activities of Buyer and/or Buyer's Agents prior to such termination.

25. Termination of Confidentiality Agreement. Seller and Buyer previously entered into that certain Confidentiality Agreement dated September 9, 2010, and Seller and Wildlands previously entered into that certain Confidentiality Agreement dated January 20, 2010 (collectively, the **"Confidentiality Agreements"**). The Confidentiality Agreements are hereby terminated and superseded by the confidentiality provisions contained in the Common Interest Agreement. Notwithstanding the termination of the Confidentiality Agreements, Seller and Buyer agree to keep the financial terms of this Agreement confidential.

26. Seller's Covenants.

26.1 Material Change. From the execution date of this Agreement through the Close of Escrow, Seller shall promptly notify Buyer of any material change with respect to the Property and any information heretofore or hereafter furnished to Buyer with respect to the Property, including specifically, but without limitation, any changes to the Documents and Materials or any change which would make any portion of this Agreement, including without limitation, the representations, warranties, covenants and agreements contained herein untrue or materially misleading. Seller's obligation under the foregoing provision shall apply only with respect to changes that are actually known by Seller's current general manager, Jimmy Stahly, and/or Seller's current corporate secretary, Gail Holter, or any successors to such individuals, without a duty of investigation.

26.2 No Transfers. Seller shall not, without Buyer's prior written approval: (i) sell, encumber or transfer any interest in all or any portion of the Property between the Effective Date and the Close of Escrow; (ii) take any action that would adversely affect title to the Property after the Close of Escrow; or (iii) enter into any other agreement of any type affecting the Property that would survive the Close of Escrow.

26.3 Assignment. Seller shall not, without Buyer's prior written approval, assign this Agreement to any other Party other than a post-Closing assignment to a liquidating trust for the benefit of Seller's members. In such event, in order for such assignment to be valid, (a) the assignment shall be in writing, (b) the assignee shall have agreed in such written assignment to assume all of the obligations of Seller hereunder, including, without limitation, Seller's obligations as the beneficiary under the Trust Deed, (c) the assignment shall be an assignment of all of Seller's rights and obligations under this Agreement, (d) a copy of the written assignment shall be delivered to Buyer immediately upon execution, and (e) the written assignment shall contain the name, address, telephone number, facsimile number and contact person for the assignee. Any attempted assignment in violation of this Section 26.3 shall be voidable at the option of Buyer, and a material default by Buyer under this Agreement. Absent a written agreement between the Parties hereto to the contrary, no assignment of any of the post-closing rights or obligations under this Agreement shall result in a novation or in any other manner release Seller from its obligations under this Agreement.

26.4 Compliance. Seller shall fully and timely comply in all material respects with all its obligations under the Approved Conditions of Title and all permits, licenses, approvals, laws, regulations and orders applicable to the Property. Seller shall pay all real property taxes, assessments and other levies against the Property before the original delinquency date therefor, and Seller shall not enter into any plan or agreement with any governmental authority permitting payment of any such impositions after such date.

26.5 Maintenance of Land. Seller shall maintain and keep the Property in at least as good condition and repair as on the Effective Date, and all licenses, permits, easements and rights-of-way affecting the Property shall be in full force and effect (except to the extent the same are not Approved Conditions of Title). Except in conjunction with performing its obligations under this Agreement, Seller shall not make any material alterations to the Property or the submerged or submersible lands abutting the Property without Buyer's prior approval. Seller shall maintain in full force and effect through the Close of Escrow such general liability and/or other insurance with respect to the Property as is in effect as of the Effective Date.

27. Legal and Equitable Enforcement of this Agreement.

27.1 Default by Seller. In the event that the Close of Escrow and the consummation of the transaction contemplated by this Agreement do not occur as a result of any default by Seller, Buyer shall elect, as its sole remedy, either to (i) terminate this Agreement by giving Seller written notice of such election, whereupon the entire Deposit shall be returned to Buyer, and Seller shall promptly reimburse Buyer for Buyer's Costs (which shall not be subject to the Buyer's Costs Cap), or (ii) pursue an action for specific performance. The foregoing limitation on remedies shall not apply in the event of a fraudulent and intentional misrepresentation by Seller (i.e., Seller actually knew that the representation or warranty was untrue at the time that it was made (excluding constructive knowledge and excluding any duty of investigation or inquiry)).

27.2 **Default by Buyer; Liquidated Damages. BUYER RECOGNIZES THAT THE PROPERTY WILL BE REMOVED BY SELLER FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT, AND THAT IF THE CLOSE OF**

ESCROW DOES NOT OCCUR BECAUSE OF BUYER'S DEFAULT WHICH IS NOT CURED WITHIN FIVE (5) BUSINESS DAYS AFTER BUYER'S RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH DEFAULT, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO SELLER. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER AS A RESULT OF ANY SUCH DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT AND THAT THE AMOUNT OF THE DEPOSIT PAID BY BUYER AS OF THE DATE OF SUCH DEFAULT IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. FOR THESE REASONS, THE PARTIES AGREE THAT IF THE CLOSE OF ESCROW DOES NOT OCCUR BECAUSE OF BUYER'S DEFAULT IF NOT CURED AS PROVIDED ABOVE, THAT THE DEPOSIT PAID BY BUYER AS OF THE DATE OF THE DEFAULT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER , EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE AMOUNT OF DAMAGES OBTAINABLE PURSUANT TO AN ACTION UNDER THE HOLD HARMLESS, DEFENSE AND INDEMNIFICATION PROVISION SET FORTH IN SECTION 9.1.2.2 OF THIS AGREEMENT OR ATTORNEYS' FEES RECOVERABLE PURSUANT TO THIS AGREEMENT. DELIVERY TO AND RETENTION OF THE DEPOSIT AMOUNT, TO THE EXTENT PAID TO DATE, SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER RESULTING IN THE FAILURE OF CLOSING, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE.

Seller _____ **Buyer** _____

28. Damage Or Condemnation Prior To Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property as reasonably determined by Buyer and Seller, Buyer may, at its option, elect either to (a) terminate this Agreement, in which event all funds deposited into Escrow and interest accrued thereon by Buyer which are held by Escrow Holder or have been released from Escrow shall be returned to Buyer and neither Party shall have any further rights or obligations hereunder, or (b) continue the Agreement in effect, in which event, upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings and Seller shall assign such proceeds to Buyer at Close of Escrow.

29. Notices. Except as otherwise provided in Section 9.1.2.2 above, all notices, demands, consents, requests or other communications required to or permitted to be given

pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending Party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile prior to 5:00 p.m. of a given business day (otherwise such receipt is deemed as of the following business day) to the number set forth below (provided, however, that notices given by facsimile shall not be effective unless the sending Party's machine provides written confirmation of successful delivery thereof); (c) upon the day of delivery if the notice has been deposited in a authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) Business Day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending Party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

TO BUYER:	Portland Harbor Holdings I, LLC c/o Wildlands, Inc. 3855 Atherton Road Rocklin, California 95765 Attention: Sherrie R. Aland, Esquire Telephone: (916) 435-3555 Facsimile: (916) 435-3556
TO SELLER:	Linnton Plywood Association 10504 NW St. Helens Road Portland, OR 97231 Attention: Jim Stahly, General Manager Telephone: (503) 286-3672 Facsimile: (503) 286-6489
With a copy to:	Roberts Kaplan LLP 602 SW 2nd Avenue, Suite 1800 Portland, Oregon 97204 Attention: William P. Hutchison, Esquire Telephone: (503) 219-8133 Facsimile: (800) 600-2138
TO ESCROW HOLDER:	Chicago Title Company of Oregon 1211 SW Fifth Avenue, Suite 2130 Portland, Oregon 97204 Attention: Kristine Lobb, Escrow Officer Telephone: (503) 973-7416 Facsimile: (503) 248-0324

Notice of change of address shall be given by written notice in the manner described in this Paragraph.

30. Brokers. Buyer and Seller hereby agree and acknowledge that no real estate brokers have been utilized in connection with this transaction other than Grubb & Ellis, who Seller will pay independently of this Agreement. If any claims for any brokers' or finders' fees for the consummation of this Agreement arise, then Buyer hereby agrees to indemnify, hold harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement by Buyer, and Seller hereby agrees to indemnify, hold harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. The provisions of this Section 30 shall survive the Close of Escrow.

31. Assignment. Except as otherwise provided herein, Buyer shall not assign this Agreement without the prior written consent of Seller, which shall not unreasonably withheld, conditioned or delayed. Provided that Buyer complies with the terms of this Section 31, Buyer shall have the right to assign this Agreement to any entity in which Wildlands, Inc., a Delaware corporation, and/or its principals have an ownership interest, or to any other entity in connection with financing the acquisition and/or development of the Property. In order for any permitted assignment to be valid, (a) any such assignment shall be in writing, (b) the assignee shall have agreed in such written assignment to assume all of the obligations of Buyer hereunder, (c) any such assignment shall be an assignment of all of Buyer' rights and obligations under this Agreement, (d) a copy of the written assignment shall be delivered to Seller immediately upon execution, and (e) the written assignment shall contain the name, address, telephone number, facsimile number and contact person for the assignee. Any attempted assignment in violation of this Section 31 shall be voidable at the option of Seller, and a material default by Buyer under this Agreement. Absent a written agreement between the Parties hereto to the contrary, no assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other manner release Buyer from its obligations under this Agreement, including, without limitation, Buyer's obligation to pay the Progress Payments under this Agreement, the Note and the Trust Deed.

32. Alternative Dispute Resolution.

32.1 Mediation. Any dispute between Buyer and Seller related to this Agreement shall be submitted to mediation prior to either Party exercising any other remedy. The mediator shall (i) be chosen by mutual agreement of the Parties within ten (10) days of one Party providing written notice to the other of the dispute, (ii) have at least five (5) years of experience with commercial real estate transactions, and (ii) not have any prior relationship with Buyer or Seller. If the Parties cannot agree upon a mediator, then the dispute will be presented to a mediator selected by the Presiding Judge of Multnomah County, Oregon. The mediation fee shall be borne equally by Buyer and Seller.

32.2 Arbitration. If Buyer and Seller are unable to resolve a dispute through mediation, or in any event if Buyer and Seller have been unable to resolve a dispute through mediation within sixty (60) days following the initial written notice by one Party to the other of the dispute, then the dispute will be resolved by arbitration conducted by Arbitration Services of Portland (**"ASP"**). The arbitration shall be conducted in Portland, Oregon and administered by

ASP, which will appoint a single arbitrator. All arbitration hearings will be commenced within thirty (30) days of the demand for arbitration unless the arbitrator, for showing of good cause, extends the commencement of such hearing. The decision of the arbitrator will be binding on Buyer and Seller, and judgment upon any arbitration award may be entered in any court having jurisdiction. The Parties acknowledge that, by agreeing to arbitrate disputes, each of them is waiving certain rights, including its rights to seek remedies in court (including a right to a trial by jury) and to discovery processes that would be attendant to a court proceeding.

32.3 Interim Relief. In the event a Party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction, or other interim equitable relief with respect to a dispute, either before or after the initiation of mediation or arbitration, then, notwithstanding Sections 32.1 and 32.2, that Party may initiate the legal proceeding necessary to obtain such relief. In addition, an action by Buyer for specific performance of this Agreement shall not be subject to the alternative dispute resolution mechanisms set forth in this Section 32.

32.4 Attorneys' Fees. The arbitrator shall award reasonable attorneys' fees and costs, including the arbitrator's fees and expert fees, to the "Prevailing Party." For purposes of this Section, the **"Prevailing Party"** shall be the Party which obtains a net monetary recovery, exclusive of attorneys' fees and costs. The arbitrator shall have exclusive and binding authority to determine entitlement to attorneys' fees and costs, including arbitrator's and experts' fees, under this Section.

33. **Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (EACH, AN "ACTION") (A) ARISING OUT OF THIS AGREEMENT, INCLUDING ANY PRESENT OR FUTURE AMENDMENT THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT (AS HEREAFTER AMENDED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND REGARDLESS OF WHICH PARTY ASSERTS SUCH ACTION; AND EACH PARTY HEREBY AGREES AND CONSENTS, EXCEPT AS PROVIDED IN SECTION 32 OF THIS AGREEMENT, THAT ANY SUCH ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.**

34. Miscellaneous.

34.1 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

34.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving Party, which shall be extended by a period of time equal to the period of the delay.

34.3 Survival of Representations. Except as otherwise expressly provided in Section 16 above, the representations, warranties and covenants made by each Party herein shall survive (1) the Close of Escrow and shall not merge into the Warranty Deed and the recordation thereof, and (2) the termination and/or cancellation of this Agreement. Buyer's and Seller's indemnification obligations set forth in this Agreement shall also survive the Close of Escrow or termination of this Agreement.

34.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.

34.5 Professional Fees. If either Party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other Party of any of the terms hereof, the losing Party shall pay to the prevailing Party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

34.6 Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto and lawful assignees.

34.7 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision under this Agreement and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.

34.8 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and Seller, except as provided in this Agreement.

34.9 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

34.10 Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Oregon. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Oregon.

34.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

34.12 Days of Week. A **"Business Day,"** as used herein, shall mean any day other than a Saturday, Sunday or bank holiday. If any date for performance herein falls on a day other than a Business Day, the time for such performance shall be extended to 5:00 p.m. on the next Business Day.

34.13 Representation by Counsel. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either Buyer or Seller based upon authorship of any of the provisions hereof. Buyer and Seller each hereby warrant, represent and certify to the other as follows: (i) that the contents of this Agreement have been completely and carefully read by the representing Party and counsel for the representing Party; (ii) that the representing Party has been separately represented by counsel and the representing Party is satisfied with such representation; (iii) that the representing Party's counsel has advised the representing Party of, and the representing Party fully understands, the legal consequences of this Agreement; and (iv) that no other person (whether a Party to this Agreement or not) has made any threats, promises or representations of any kind whatsoever to induce the execution hereof, other than the performance of the terms and provisions hereof.

34.14 ORS 93.040 Statutory Warning. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BUYER:

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation

Its: Manager

By: _____

Its: COO & General Counsel

Date: 11/17/2010

SELLER:

LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation

By: Gene Elsey

Its: President

Date: 11-16-10

ACCEPTANCE BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that on November 17, 2010, which, pursuant to Section 1, is the **"Effective Date,"** the undersigned received a fully-executed duplicate original (with Section 27.2 initialed by both parties) of the foregoing Agreement for Development and Purchase of Restoration Site by and between Linnton Plywood Association, an Oregon cooperative corporation, as Seller, and Portland Harbor Holdings I, LLC, a Delaware limited liability company, as Buyer. Subject to Escrow Holder's receipt of acceptable escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement, and to comply with these instructions. Escrow Holder has assigned Escrow Number ~~50-460332-JL~~ 472510484188JL to the Property for that purpose.

CHICAGO TITLE INSURANCE COMPANY OF OREGON

By: _____

Name: Jennifer Lyke

Title: AVP/Certified Escrow Officer

Date: 11/18/10

LIST OF EXHIBITS

Exhibit A	-	Site Plan
Exhibit B	-	Promissory Note
Exhibit C	-	Trust Deed
Exhibit C-1	-	Security Agreement
Exhibit C-2	-	UCC-1 Financing Statement
Exhibit D	-	Form of Conservation Easement
Exhibit E	-	Form of Subordination Agreement
Exhibit F	-	Memorandum of Purchase Agreement
Exhibit G	-	List of Environmental Documents and Materials
Exhibit H	-	List of Additional Documents and Materials
Exhibit I	-	Quitclaim Deed
Exhibit J	-	Settlement Agreements and Restoration Project Permits, Approvals and Certifications
Exhibit K	-	Common Interest Agreement
Exhibit L	-	Property Leases

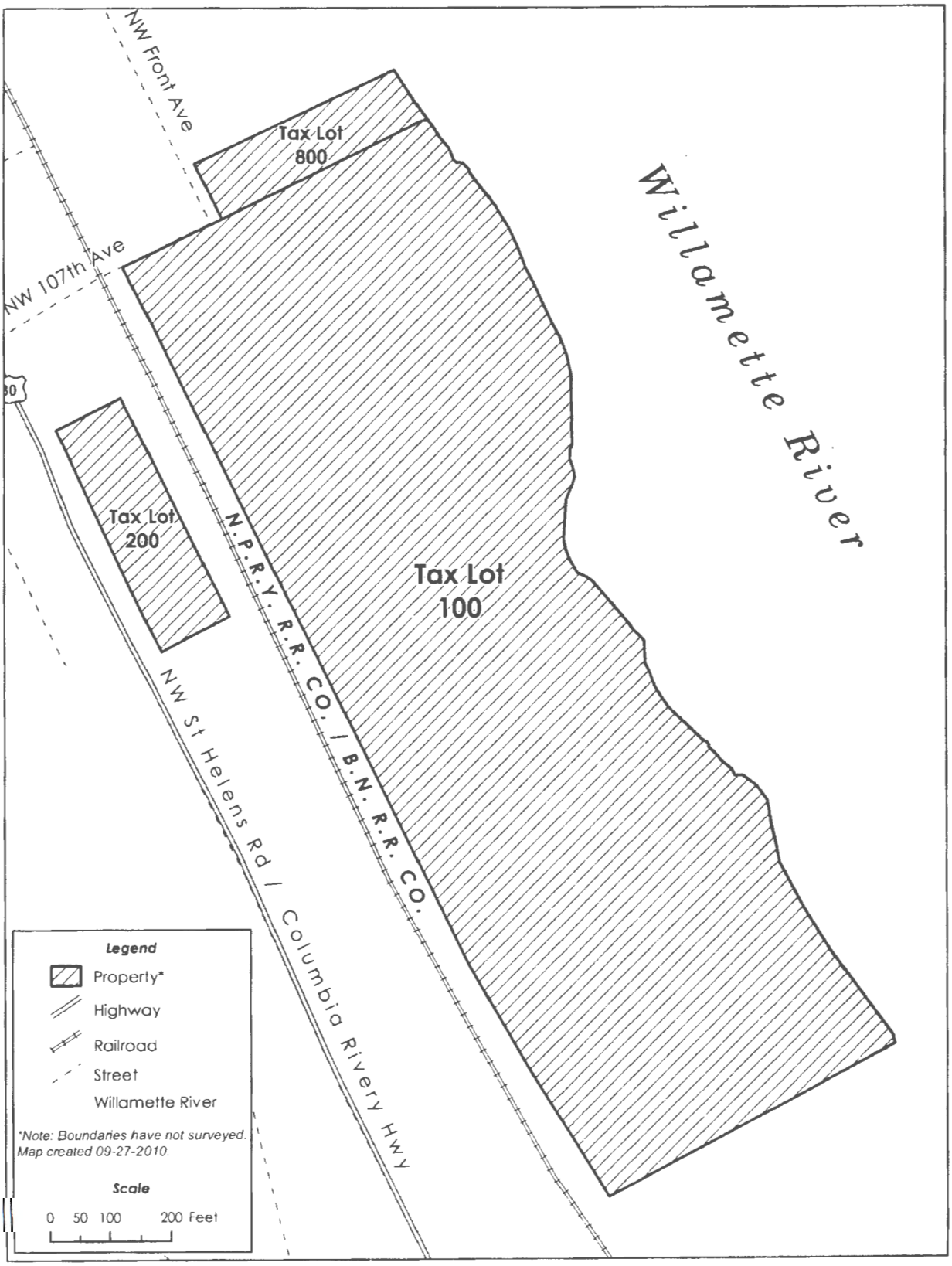


EXHIBIT A: PROPERTY

EXHIBIT B

PROMISSORY NOTE
SECURED BY TRUST DEED
(Linnton Plywood Site)

$1,000,000.00 (minimum)/$2,000,000.00 (maximum) _____, 2011
Portland, Oregon

For value received, the undersigned, **PORTLAND HARBOR HOLDINGS I, LLC**, a Delaware limited liability company, with an address of c/o Wildlands, Inc., 3855 Atherton Road, Rocklin, California 95765 ("**Maker**"), pursuant to the provisions of this Promissory Note Secured by Trust Deed ("**Note**"), hereby promises to pay to **LINNTON PLYWOOD ASSOCIATION**, an Oregon cooperative corporation, with an address of 10504 NW St. Helens Road, Portland, Oregon 97231 ("**Holder**"), or order, at such place as the Holder of this Note may from time to time determine, an amount equal to the greater of (1) One Million and No/100ths Dollars ($1,000,000.00), or (2) ten percent (10%) of the Sales Proceeds (as hereinafter defined) derived from the Restoration Project (as hereinafter defined), but in no event more than Two Million and No/100ths Dollars ($2,000,000.00) (the **"Principal Amount"**). Except as otherwise provided in Section 6 of this Note, the Principal Amount shall not accrue interest. Maker shall make payments to Holder in accordance with the provisions of Section 2 and Section 3 of this Note.

1. Definitions.

(a) DSAYs. The term **"DSAYs"** shall mean Discounted Service Acre-Year credits derived from the Restoration Project.

(b) EPA. The term **"EPA** shall mean the United States Environmental Protection Agency.

(c) Escrow Holder. The term **"Escrow Holder"** shall mean Chicago Title Company of Oregon, 1211 SW Fifth Avenue, Suite 2130, Portland, Oregon.

(d) Final ROD. The term **"Final ROD"** shall mean the final Record of Decision for the Portland Harbor Superfund Site that has been executed by EPA following the close of all public comment periods and after all appeals, if any, have been resolved, and after all other agency consultations and approvals, if any, have been concluded.

(e) Material Interest. The term **"Material Interest"** shall mean either (i) a fee title interest in the Property, or (ii) a leasehold interest in the Property that exceeds an initial term of three (3) years (a **"Long-Term Leasehold Interest"**). In no event shall any leasehold interest that exists prior to the date of this Note constitute a Material Interest.

(f) Net Income. The term **"Net Income"** shall mean all income actually received by Maker as consideration for, and in connection with, the sale, transfer or conveyance of a Material Interest to a third party, less all costs and expenses incurred by Maker in conjunction with consummating the Material Interest Transaction (as hereinafter defined), including, without limitation, all closing costs, title and escrow fees and brokerage commissions. Any payments made by a holder of a Material Interest to Maker as reimbursement for costs and expenses incurred by Maker (e.g., improvement costs, real property taxes, common area maintenance charges, et cetera) shall not be considered Net Income.

(g) Property. The term **"Property"** shall mean that certain real property, consisting of approximately 24.74± acres, located at 10504 NW Saint Helens Road in the City of Portland, County of Multnomah, State of Oregon, commonly known as Tax Lot Numbers 1N1W02B-00800, 1N1W02C-00100 and 1N1W02C-00200, which is more particularly described in the legal description attached as an exhibit to the Trust Deed (as hereinafter defined).

(h) Purchase Agreement. The term **"Purchase Agreement"** shall mean that certain Agreement for Development and Purchase of Restoration Site dated as of November 15, 2010, entered into by and between Holder, as seller, and Maker, as buyer, concerning the purchase and sale of the Property, as amended from time to time.

(i) Regulatory Agencies. The term **"Regulatory Agencies"** shall mean the United States Army Corps of Engineers, the United States Fish and Wildlife Service, EPA, the National Marine Fisheries Service, the Oregon Department of Environmental Quality, the State of Oregon Department of State, the Natural Resource Damage Assessment Trustees, the City of Portland, the County of Multnomah and/or any other governmental or quasi-governmental federal, state and local agency with jurisdiction over the Restoration Project

(j) Restoration Project. The term **"Restoration Project"** shall mean the restoration of the Property to a mosaic of riparian, channel, tidal marsh, and mud flat habitats, and/or a 404/401/ESA mitigation bank

(k) Sales Proceeds. The term **"Sales Proceeds"** shall mean all gross cash proceeds actually received by Maker from the sale of DSAYs that are derived from the Restoration Project.

2. Installments. The Principal Amount of this Note shall be paid by Maker to Holder in installments in accordance with the following provisions:

(a) First Installment. The first installment in the amount of Five Hundred Thousand and No/100ths Dollars ($500,000.00) (**"First Installment"**) shall be paid by Maker to Holder on the earlier of (i) the sixtieth (60^{th}) day following the date on which EPA issues its Final ROD, or (ii) December 31, 2014.

(b) Second Installment. The second installment in the amount of Five Hundred Thousand and No/100ths Dollars ($500,000.00) (**"Second Installment"**) shall be paid by Maker to Holder on or before the sooner to occur of (i) the second (2^{nd}) anniversary of the date on which the First Installment is due and payable, or (ii) the fourth (4^{th}) anniversary of the date of this Note.

(c) Quarterly Installments. Except for the First Installment and Second Installment (which shall be paid on the dates set forth above), Maker shall pay Holder the Principal Amount of this Note on a quarterly basis (each, a **"Quarterly Installment"**) as Sales Proceeds are received by Maker. Payment shall be made no later than the twenty-fifth (25^{th}) day of the calendar month for all Sales Proceeds received by Maker during the preceding quarter. Any Quarterly Installments made by Maker to Holder prior to the date on which the First Installment is made by Maker to Holder shall be credited against the First Installment and, to the extent such Quarterly Installments exceed the amount of the First Installment, against the Second Installment. Any Quarterly Installment made by Maker to Holder after Maker's payment of the First Installment and before Maker's payment of the Second Installment shall be credited against the Second Installment.

(d) Accounting. During each quarter in which a Quarterly Installment is due, Maker shall provide Holder with an accounting showing the total number of DSAYs authorized, the number of DSAYs sales closed during the preceding quarter (if any), and the calculation of the Quarterly Installment (if any) due to Holder.

(e) No Representation or Warranty. Maker makes no representation or warranty concerning (i) whether the Regulatory Agencies will actually approve the Restoration Project, (ii) the number of DSAYs that will be derived from the Restoration Project, (iii) the timing for the sale of such DSAYs, (iv) the amount of the Sales Proceeds, or (v) the total amount of the Quarterly Installments.

3. Additional Principal Payment Upon Transfer of Material Interest. In the event that Maker conveys a Material Interest in the Property to a third party, in addition to the installments required to be paid by Maker to Holder under Section 2 above, Maker shall pay to Holder an amount equal to sixty percent (60%) of the Net Income received by Maker in connection with Maker's transfer, sale or conveyance of the Material Interest (each, a **"Material Interest Payment"**).

(a) Date of Payment. Maker shall pay each Material Interest Payment to Holder within fifteen (15) days after the date on which the Net Income is received by Maker. If the Net Income is paid over time, then the Material Interest Payments shall also be paid over time.

(i) Example 1. If the Material Interest that is being transferred is a Long-Term Leasehold Interest, and the holder of such Long-Term Leasehold Interest makes monthly rental payments to Maker, then the Material Interest Payment would be paid by Maker to Holder on a monthly basis as rental payments are received by Maker from the holder of the Long-Term Leasehold Interest.

(ii) Example 2. If the Material Interest that is being transferred by Maker is a fee title interest, and Maker finances any portion of the purchase price paid by the grantee of the fee title interest, then the Material Interest Payment would be paid by Maker to Holder as loan payments are received by Maker from the grantee of the fee title interest.

(b) Notice to Holder. Maker shall provide Holder with copies of any and all agreements that are entered into by Maker and a third party concerning the transfer of a Material

Interest, and shall keep Holder periodically advised of the status of each transaction involving the transfer of a Material Interest (each, a **"Material Interest Transaction"**), provided that Holder agrees, upon Maker's request, to keep the terms and conditions of such Material Interest Transaction confidential.

(c) Failure to Close. If a Material Interest Transaction is not consummated (i.e., Material Interest is not conveyed) for any reason whatsoever, Holder shall not be entitled to receive a Material Interest Payment with respect to such failed Material Interest Transaction. If a Material Interest Transaction is consummated, but the holder of the Material Interest defaults in its financial obligations to Holder (e.g., fails to make a lease payment, fails to make a loan payment, et cetera), then Maker shall have no obligation to make a Material Interest Payment in connection with such unsatisfied financial obligations.

(d) Partial Release. As a condition to Maker's obligation to make any Material Interest Payment to Holder in connection with Maker's conveyance of a fee title interest in the Property, Holder shall reconvey such fee title interest from the lien of the Trust Deed pursuant to the provisions of the Trust Deed.

(e) Affiliates. In no event shall Holder be entitled to a Material Interest Payment in connection with Maker's transfer or conveyance of a Material Interest to an individual or entity controlled by, or under common control with, Maker or any of the principals of Maker (each, an **"Affiliate"**). The obligation to pay the Material Interest Payment shall, however, apply to any subsequent transfer or conveyance of a Material Interest by the Affiliate.

4. Payments. All payments made under this Note shall be payable in lawful money of the United States of America. The Principal Amount of this Note shall be deemed to be paid in full at such time as Maker has made payments to Holder totaling an amount equal to the greater of (1) One Million and No/100ths Dollars ($1,000,000.00), or (2) ten percent (10%) of the Sales Proceeds derived from the Restoration Project (as hereinafter defined), but in no event more than Two Million and No/100ths Dollars ($2,000,000.00).

5. Prepayment. Maker shall have the right to prepay the whole or any part of this Note, without penalty.

6. Interest. The Principal Amount of this Note shall not accrue interest unless Maker defaults in its payment obligations under Section 2 or Section 3 above, in which event the Principal Amount of this Note shall accrue interest at the rate of five percent (5%) per annum for the entire term of this Note (i.e., retroactive to the date of this Note through the date on which the principal balance and all interest is paid in full).

7. Maturity Date. Except as otherwise provided in this Section 7, Maker's payment obligations under this Note shall automatically terminate on the tenth (10^{th}) anniversary of this Note (the **"Maturity Date"**). On the Maturity Date, Maker shall be deemed to have fully satisfied its obligations under this Note, provided that Maker has paid to Holder, prior to the Maturity Date, (a) the First Installment and the Second Installment, (b) all Quarterly Installments that are due and owing in connection with Sales Proceeds received by Maker prior to the Maturity Date, (c) all Material Interest Payments that are due and owing in connection with

Maker's sale, transfer or conveyance of a Material Interest prior to the Maturity Date, and (d) all accrued interest thereon (to the extent applicable under Section 6 above). In the event that any sale of DSAYs is pending as of the Maturity Date, or any Material Interest Transaction is pending as of the Maturity Date, the Maturity Date shall be extended until the eleventh (11^{th}) anniversary of the date of this Note (the **"Extended Maturity Date"**). In the event that any sale of DSAYs is pending as of the Extended Maturity Date, or any Material Interest Transaction is pending as of the Extended Maturity Date, the Maturity Date shall be further extended until the twelfth (12^{th}) anniversary of the date of this Note.

8. Trust Deed. This Note is a non-recourse purchase money note, given to Holder as a portion of the purchase price for the Property. This Note is secured by all of the terms, covenants and conditions of a Trust Deed (**"Trust Deed "**) of even date herewith, which has been executed by Maker for the benefit of Holder. The Trust Deed is incorporated in this Note by reference.

9. Release from Trust Deed. The tender of any amount owed under this Note may be made to Escrow Holder or to such other licensed title insurance company as selected by Maker, and delivery of any installment under Section 2 or Section 3 of this Note may be conditioned upon: (a) in the case of full performance of all this Note's obligations, whether due at that time or not, the original of this Note to be marked paid in full and cancelled, and an executed request for full reconveyance of the Trust Deed securing this Note, with instructions to issue and record the deed of full reconveyance upon the Escrow Holder's holding the full payment in good funds for Holder's account; or (b) in the case of a Material Interest Payment made in connection with the sale, transfer or conveyance of a fee title interest in the Property under Section 3 above, an executed request for partial reconveyance of the Trust Deed securing this Note, in accordance with the release provisions set forth in the Trust Deed, with instructions to issue and record the deed of partial reconveyance upon the Escrow Holder's holding the said payment in good funds for Holder's account.

10. Default. Any one of the following provisions shall constitute, at Holder's election, an **"Event of Default"** under this Note:

(a) Failure to Pay. The failure by Maker to pay any installment under Section 2 or Section 3 of this Note within ten (10) days after the date on which such installment is due.

(b) Failure to Perform/Comply. Maker fails to comply with or perform any of the other terms or covenants of this Note (other than a failure to pay under (a) above) when such compliance or performance is due and such failure is not cured within fifteen (15) days after written notice from Holder, or (if not curable within such fifteen (15)-day period) if Maker does not commence a cure of such failure within five (5) days of receipt of notice and does not diligently proceed to cure such failure within a thirty (30)-day period of time thereafter.

(c) Insolvency, Assignment, Bankruptcy. Maker shall become insolvent or bankrupt, or admits in writing its inability to pay its debts as they fall due, or makes an assignment for the benefit of creditors; or applies to any tribunal for the appointment of a trustee or receiver for any substantial part of their assets, or commences any proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation

law of any jurisdiction or any such application is filed, or any such proceedings are commenced, against it, and Maker indicates its approval, consent or acquiescence, or an order is entered appointing such trustee or receiver, or adjudicating Maker bankrupt or insolvent, or approving the petition in any such proceedings, and such order remains in effect for thirty (30) days.

(d) Trust Deed. The occurrence of any default under the Trust Deed when such default is not cured within fifteen (15) days after written notice from Holder, or (if not curable within such fifteen (15)-day period) if Maker does not commence a cure of such default within five (5) days of receipt of notice and does not diligently proceed to cure such default within a thirty (30)-day period of time thereafter.

11. Acceleration on Default. Upon the occurrence of an Event of Default under this Note, the entire outstanding Principal Amount, including accrued but unpaid interest (if applicable under Section 5 above) thereon, shall become immediately due and payable at the option of the Holder.

12. Assignment. Except as otherwise provided herein, Maker shall not assign this Note without the prior written consent of Holder, which shall not unreasonably withheld, conditioned or delayed. Provided that Maker complies with the terms of this Section 5, Maker shall have the right to assign this Note to any entity in which Wildlands, Inc., a Delaware corporation, and/or its principals have an ownership interest, or to any other entity in connection with financing the acquisition and/or development of the Property. In order for any permitted assignment to be valid, (a) any such assignment shall be in writing, (b) the assignee shall have agreed in such written assignment to assume all of the obligations of Maker hereunder, (c) any such assignment shall be an assignment of all of Maker' rights and obligations under this Note, (d) a copy of the written assignment shall be delivered to Holder immediately upon execution, and (e) the written assignment shall contain the name, address, telephone number, facsimile number and contact person for the assignee. Any attempted assignment in violation of this Section 5 shall be voidable at the option of Holder, and a material default by Maker under this Note. Absent a written agreement between the Holder and Maker to the contrary, no assignment of any of the rights or obligations under this Note shall result in a novation or in any other manner release Maker from its obligations under this Note and the Trust Deed.

13. Miscellaneous.

(a) If this Note is not paid when due, or if any payment of interest and/or principal or any other amount is not paid when due, the Maker agrees to pay all reasonable costs of collection, including, without limitation, reasonable attorneys' fees, incurred by the Holder on account of such collection.

(b) The terms **"Maker"** and **"Holder"** shall be construed to include their respective heirs, personal representatives, successors, subsequent holders and assigns.

(c) If any provision or any word, term, clause or part of any provision of this Note shall be held invalid for any reason, the same shall be ineffective, but the remainder of this Note and of the provision shall not be affected and shall remain in full force and effect.

(d) The terms of this Note were negotiated in the State of Oregon and it is understood and agreed that the legality, enforcement and construction of this Note shall be governed by Oregon law.

(e) Maker shall be deemed to be a maker of this Note and not an endorser or guarantor.

(f) Whenever any payment to be made under this Note shall be due on a Saturday, Sunday or a public holiday, such payment may be made on the next succeeding business day, and such extension of time shall be included in computing interest in connection with such payment.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

MAKER:

PORTLAND HARBOR HOLDINGS I, LLC,
a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation
Its: Manager

By:_____

Its:_____

Date:_____

EXHIBIT C

TRUST DEED

WHEN RECORDED RETURN TO:
Linnton Plywood Association
10504 NW St. Helens Road
Portland, Oregon 97231
Attention: Jim Stahly, General Manager

DOCUMENT: **TRUST DEED**

GRANTOR: **PORTLAND HARBOR HOLDINGS I, LLC,** a Delaware limited liability company, with an address of c/o Wildlands, Inc., 3855 Atherton Road, Rocklin, California 95765

BENEFICIARY: **LINNTON PLYWOOD ASSOCIATION,** an Oregon cooperative corporation, with an address of 10504 NW St. Helens Road, Portland, Oregon 97231

TRUSTEE: _____, with an address of _____

The maturity date of the Promissory Note secured by this Trust Deed is _____, 2021.

Tax account number(s) of Property: 1N1W02B-00800, 1N1W02C-00100 and 1N1W02C-00200

THIS TRUST DEED is made on _____, 2011 (the "**Effective Date**"), by PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company, with an address of c/o Wildlands, Inc. 3855 Atherton Road, Rocklin, California 95765 ("**Grantor**"), to _____, with an address of _____ ("**Trustee**"), for the benefit of LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation, with an address of 10504 NW St. Helens Road, Portland, Oregon 97231("**Beneficiary**").

WHEREAS, pursuant to that certain Agreement for Development and Purchase of Restoration Site dated as of November 15, 2010 by and between Grantor, as purchaser, and Beneficiary, as seller, as amended (the "**Purchase Agreement**"), as of the date hereof Grantor has purchased from Beneficiary certain real property located in the City of Portland, County of Multnomah, State of Oregon, which is more particularly described in the legal description

attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**");

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Beneficiary has agreed to finance a portion of the purchase price under the Purchase Agreement;

WHEREAS, Beneficiary has required that Grantor execute and deliver that certain Promissory Note Secured by Trust Deed of even date herewith (the "**Note**"), evidencing Grantor's payment obligations with respect to the financed portion of the purchase price for the Property, and has required Grantor to execute and deliver this Trust Deed in order to secure Grantor's obligations to Beneficiary under the Note;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described in Section 1.01 below, Grantor hereby irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the Property described on Exhibit A attached hereto, together with (1) all dwellings and other improvements now or hereafter located thereon, (2) all easements, tenements, hereditaments, and appurtenances relating thereto, and (3) all DSAYs, 404 and ESA credits generated from Grantor's Restoration Project (as such term is defined in the Note) (collectively, the "**Trust Property**").

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the Obligations described in Section 1.01 below shall be paid, performed, or otherwise satisfied in full, or as provided in this Trust Deed or the Note, the lien and estate hereby granted shall be reconveyed.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
Particular Covenants and Warranties of Grantor

1.01 Obligations Secured

This Trust Deed secures the performance of all covenants and obligations of Grantor to Beneficiary under this Trust Deed and the Note (collectively, the "**Obligations**").

1.02 Rider to Trust Deed

This Trust Deed is also subject to the terms and conditions of the Rider to Trust (**"Rider"**) Deed attached hereto as Exhibit B and incorporated herein by this reference. To the extent that there is any inconsistency between the terms of this Trust Deed and the terms of the Rider, the terms of the Rider shall prevail.

1.03 Impositions

Grantor shall pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Trust Property or on the lien or estate of Beneficiary or Trustee therein (collectively, the "**Impositions**"); provided, however, that if by law any such Imposition may be paid in installments, Grantor may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due.

ARTICLE II
Events of Default; Remedies

2.01 Events of Default

Each of the following shall constitute an Event of Default under this Trust Deed:

(1) *Breach of Obligations.* Failure of Grantor to perform or abide by any covenant included in the Obligations after any applicable notice and cure period.

(2) *Bankruptcy.* Grantor becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they fall due, or makes an assignment for the benefit of creditors; or applies to any tribunal for the appointment of a trustee or receiver for any substantial part of its assets, or commences any proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction or any such application is filed, or any such proceedings are commenced, against it, and Grantor indicates its approval, consent or acquiescence, or an order is entered appointing such trustee or receiver, or adjudicating Grantor bankrupt or insolvent, or approving the petition in any such proceedings, and such order remains in effect for thirty (30) days.

2.02 Remedies in Case of Default

If an Event of Default shall occur, Beneficiary or Trustee, as the case may be, may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) *Power of Sale.* Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and sale under applicable law.

(2) *Foreclosure.* Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Trust Property.

2.03 Sale

In any sale under this Trust Deed or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as Beneficiary may elect. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantor, the purchaser being hereby

discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Beneficiary is hereby irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold in accordance with this Trust Deed. Nevertheless, Grantor shall ratify and confirm any such sale or sales by executing and delivering to Beneficiary or to such purchaser or purchasers all such instruments requested by Beneficiary for such purpose.

2.04 Cumulative Remedies

All remedies under this Trust Deed are cumulative. Any election to pursue one remedy shall not preclude the exercise of any other remedy. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of any Event of Default.

2.05 Application of Proceeds

All proceeds from the exercise of the rights and remedies under this Article II shall be applied (1) to costs of exercising such rights and remedies; (2) to the Obligations, in such order as Beneficiary shall determine in its sole discretion; and (3) the surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled thereto.

ARTICLE III
General Provisions

3.01 Time Is of the Essence

Time is of the essence with respect to all covenants and obligations under this Trust Deed.

3.02 Reconveyance by Trustee

At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting the liability of any person for payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

3.03 Notice

Except as otherwise provided in this Trust Deed, all notices shall be in writing and may be delivered by hand, or mailed by first-class certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given on the date of mailing; notices given by hand shall be deemed to have been given when

actually received.

3.04 Substitute Trustee

In the event of dissolution or resignation of Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

3.05 Trust Deed Binding on Successors and Assigns

This Trust Deed shall be binding on and inure to the benefit of the heirs, legatees, personal representatives, successors, and assigns of Grantor, Trustee, and Beneficiary.

3.06 Expenses and Attorney Fees

If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice following a Grantor default; if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to bankruptcy, eminent domain, or probate proceedings), and a lawyer is employed by Beneficiary to appear in any such proceeding or to seek relief from a judicial or statutory stay, or otherwise to enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary in connection with the above mentioned events and any appeals. Such amounts shall be secured by this Trust Deed. The foregoing provision for an award of attorney fees is reciprocal so that if Grantor prevails in any such litigation, the Grantor shall be entitled to attorney fees.

3.07 Applicable Law

This Trust Deed shall be governed by the laws of the state of Oregon.

3.08 *Person* Defined

As used in this Trust Deed, the word *person* shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

3.09 Severability

If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, the other provisions of this Trust Deed shall not be affected.

3.10 Entire Agreement

This Trust Deed and the Note contain the entire agreement of the parties with respect to the subject matter hereof.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY THE LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.

GRANTOR:

PORTLAND HARBOR HOLDINGS I, LLC,
a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF CALIFORNIA
COUNTY OF PLACER

On this date, _____, before me, _____, a Notary Public, State of California, duly licensed and sworn, personally appeared _____
_____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public, State of California

My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

RIDER TO TRUST DEED

This Rider to Trust Deed (**"Rider"**) is attached to and forms a part of that certain Trust Deed (**"Trust Deed"**) dated _____, 2011, between _____ (**"Trustee"**), **PORTLAND HARBOR HOLDINGS I, LLC,** a Delaware limited liability company (**"Grantor"**), and **LINNTON PLYWOOD ASSOCIATION,** an Oregon cooperative corporation (**"Beneficiary"**), covering certain real property (**"Property"**) located in the City of Portland, County of Multnomah, State of Oregon, all as more particularly described in the body of said Trust Deed. The provisions of this Rider shall prevail over any provision of the Trust Deed with which they may conflict or be inconsistent.

1. Defined Terms. Except as otherwise provided in this Rider, all capitalized terms set forth in this Rider shall be defined as provided in the Trust Deed and Note.

2. Partial Reconveyance. Beneficiary and Grantor agree that, subject to the conditions set forth below in this Section 2, Grantor shall be entitled to request from Beneficiary, and Beneficiary, pursuant to a request for partial reconveyance (**"Request for Partial Reconveyance"**), shall cause the trustee under the Trust Deed (**"Trustee"**) to furnish, a partial reconveyance (**"Partial Reconveyance"**) of the Trust Deed with respect to any portion of the Property that Grantor desires to convey to a third party. The particular portion of the Property that Grantor requests be reconveyed pursuant to a specific Request for Partial Reconveyance is referred to as a **"Release Parcel."** Each of the following conditions shall be satisfied by Grantor with respect to each Request for Partial Reconveyance and Beneficiary's obligation to cause the reconveyance and release of each Release Parcel:

(a) No Event of Default or event which would constitute an Event of Default with the giving of notice or the passage of time, or both, exists at the time of the Partial Reconveyance;

(b) The Release Parcel is a legally and properly divided separate legal parcel at the time of recordation of the Partial Reconveyance;

(c) Each of the remaining parcels, after the release of the Release Parcel, shall have ingress and egress to public streets and utilities;

(d) Beneficiary has been paid, in immediately available funds, a Material Interest Payment in an amount equal to sixty percent (60%) of the Net Income received by Grantor in connection with Grantor's transfer, sale or conveyance of the Release Parcel. Such Material Interest Payment shall be applied toward the then outstanding principal balance under the Note;

(e) All escrow, closing and recording costs associated with the Partial Reconveyance have been paid at no expense to Beneficiary.

3. Due-on-Sale Clause. Except as otherwise provided in Section 2 above, if Grantor shall sell, convey, or alienate the Property secured by the Trust Deed, or any part thereof, or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, in Beneficiary's sole and absolute discretion, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in the Note, immediately due and payable.

4. Subordination. Beneficiary agrees that, to the extent required in order to obtain approval of Grantor's Restoration Project and/or DSAYs, 404 and/or ESA credits, this Trust Deed shall be automatically subordinate to any Conservation Easement, Declaration of Restrictions or similar instrument that is recorded against the Property in conjunction with the establishment of a Restoration Project or other mitigation project on the Property and, promptly upon Grantor's request, shall execute, deliver and acknowledge any document or agreement reasonably necessary or desirable to evidence such subordination or place such subordination of record.

5. Cooperation. Beneficiary agrees to cooperate, in all reasonable respects and at no material expense to Beneficiary, with Grantor in its efforts (a) to obtain approvals for a Restoration Project or other mitigation project on the Property from all regulatory agencies having jurisdiction over such Restoration Project or other mitigation project or the use of DSAYs from such project(s), and (b) to obtain approvals for a Non-Restoration Project on portions of the Property from all regulatory agencies having jurisdiction over such Non-Restoration Project or other mitigation project or the use of DSAYs from such project(s). Grantor shall provide Beneficiary with reasonable notice and a reasonable period of time in which to review all documents that Grantor is required to sign under the provisions of this Section 5, but in any event not less than thirty (30) days. Beneficiary acknowledges and understands that its failure to cooperate with Grantor in accordance with the foregoing provisions and/or its delay in providing such cooperation will cause Grantor to suffer substantial damages, including, without limitation, lost profits. In the event that Beneficiary fails to timely cooperate with Grantor in accordance with the provisions set forth in this Section 5, Beneficiary shall be liable for all damages suffered by Grantor as a result of Beneficiary's failure to timely cooperate, including without limitation, consequential damages, and Grantor shall have the right to pursue any and all remedies available at law or in equity against Beneficiary as a result of its breach of this Section 5.

6. Restatement of Terms and Conditions. Except as expressly supplemented herein, each and every term, condition and covenant of the Trust Deed shall remain in full force and effect.

7. Counterparts. This document may be signed in counterparts, and when signed by all of the parties hereto, shall constitute one original, binding on the parties hereto.

By their execution below and their acceptance of the benefits of the Trust Deed, the parties agree to be bound by the terms of this Rider.

GRANTOR:

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation

Its: Manager

By:_____

Its:_____

Date:_____

BENEFICIARY:

LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation

By:_____

Its:_____

Date:_____

EXHIBIT C-1

SECURITY AGREEMENT

This Security Agreement (**"Agreement"**), dated for reference purposes only as _____, is entered into by and between **LINNTON PLYWOOD ASSOCIATION**, an Oregon cooperative corporation (**"Secured Party"**), and **PORTLAND HARBOR HOLDINGS I, LLC**, a Delaware limited liability company (**"Debtor"**), who agree as follows:

1. Grant of Security Interest: Debtor does hereby grant a continuing security interest to Secured Party in all DSAYs, 404 and ESA credits generated from Debtor's Restoration Project and in all of the proceeds derived from any of the foregoing (the **"Collateral"**), as defined in that certain Agreement for Development and Purchase of Restoration Site, dated as of November 15, 2010, entered into between Secured Party, as Seller, and Debtor, as Buyer (the **"Purchase Agreement"**), which security interest shall attach immediately upon execution of this Agreement. Except as otherwise provided herein, all capitalized terms set forth in this Agreement shall be defined as provided in the Purchase Agreement.

2. Obligations Secured. The Collateral secures and will secure the payment to Secured Party of the amounts required to be paid by Debtor to Secured Party under in that certain Promissory Note dated _____ (**"Note"**), made by Debtor as "Maker," in favor of Secured Party as "Holder," with respect to the payment of the "Deferred Purchase Price." A copy of the Note is attached hereto as Exhibit A and incorporated herein by this reference.

3. Warranties and Covenants by Debtor. Debtor hereby warrants, represents, covenants and agrees that:

A. The obligations described in the Note are valid and outstanding as stated therein, and Debtor agrees to perform all of said obligations when due;

B. Debtor is not now in default in the payment of money or in any other respect in any obligations under the Note;

C. The Collateral is not subject to any prior assignment, claim, lien or security interest, and Debtor will not make any transfer or assignment of the Collateral, or create any further security interest therein, nor permit Debtor's rights therein to be reached by attachment, levy, garnishment or other judicial process without the prior written consent of Secured Party, which shall not be unreasonably withheld;

D. Debtor will keep the Collateral in good repair at all times and will not use the Collateral for any unlawful purpose;

E. Debtor shall, at the request of Secured Party, execute and join in executing such financing statement(s) and other documents and do such other acts as Secured Party may request to perfect, establish and maintain a valid security interest in the Collateral; and

F. The execution, delivery and performance hereof are within Debtor's powers and have been duly authorized.

4. Secured Party's Remedies After Default. Upon the occurrence of any Event of Default (as such term is defined in the Note) that has not been cured within the applicable cure period, Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided under the Oregon Uniform Commercial Code, as well as any and all other rights and remedies granted herein or otherwise possessed by Secured Party under Oregon law.

5. Application of Sale Proceeds. After deducting all legal and other costs, expenses and charges, including reasonable attorneys' fees, incurred in the collection, sale, delivery or preservation of the Collateral, or any part thereof, Secured Party shall apply the residue of the proceeds of such sale to the payment of all the obligations of Debtor to Secured Party and the interest thereon; and once such sums are deducted, Secured Party shall pay the balance of such proceeds to the order of Debtor.

6. Charges Incurred Under Agreement. All advances, charges, costs and expenses, including attorneys' fees, reasonably incurred or paid by Security Party in exercising any right, power or remedy conferred by this Agreement or in the enforcement thereof shall become part of the obligations secured hereunder.

7. No Waiver. The failure of Secured Party, with knowledge of any default or violation hereof by Debtor, to enforce Secured Party's rights or remedies shall not be construed as a waiver of any provision hereof, or of any right or remedy of Secured Party. Waiver or condonation of any breach or default shall not constitute a waiver or condonation of any subsequent breach or default.

8. Partial Releases. Upon Debtor's request, Secured Party shall, from time to time, furnish partial releases of the DSAYs, 404 and ESA credits included in the Collateral, provided that Debtor is not in default under the Note as of the date of such partial release.

9. Subordination. Secured Party agrees that, to the extent required in order to obtain approval of Grantor's Restoration Project and/or DSAYs, 404 and/or ESA credits, this Agreement shall be automatically subordinate to any Conservation Easement, Declaration of Restrictions or similar instrument that is recorded against the Property in conjunction with the establishment of a Restoration Project or other mitigation project on the Property and, promptly upon Debtor's request, shall execute, deliver and

acknowledge any document or agreement reasonably necessary or desirable to evidence such subordination or place such subordination of record.

10. Cooperation. Secured Party agrees to cooperate, in all reasonable respects and at no material expense to Secured Party, with Debtor in its efforts (a) to obtain approvals for a Restoration Project or other mitigation project on the Property from all regulatory agencies having jurisdiction over such Restoration Project or other mitigation project or the use of DSAYs from such project(s), and (b) to obtain approvals for a Non-Restoration Project on portions of the Property from all regulatory agencies having jurisdiction over such Non-Restoration Project or other mitigation project or the use of DSAYs from such project(s). Debtor shall provide Secured Party with reasonable notice and a reasonable period of time in which to review all documents that Debtor is required to sign under the provisions of this Section 13, but in any event not less than thirty (30) days. Secured Party acknowledges and understands that its failure to cooperate with Debtor in accordance with the foregoing provisions and/or its delay in providing such cooperation will cause Debtor to suffer substantial damages, including, without limitation, lost profits. In the event that Secured Party fails to timely cooperate with Debtor in accordance with the provisions set forth in this Section 13, Secured Party shall be liable for all damages suffered by Debtor as a result of Secured Party's failure to timely cooperate, including without limitation, consequential damages, and Debtor shall have the right to pursue any and all remedies available at law or in equity against Secured Party as a result of its breach of this Section 13.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

12. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered in the manner required under the Purchase Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, to the jurisdiction of which the parties hereto submit.

14. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

DEBTOR:

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation
Its: Manager

By:_____

Its:_____

Date:_____

SECURED PARTY:

LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation

By:_____

Its:_____

Date:_____

[redacted]

EXHIBIT C-2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Linnton Plywood Association
10504 NW St. Helens Road
Portland, OR 97231
Attention: Jim Stahly, General Manager

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3855 Atherton Road	Rocklin	CA	95765	US

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
[redacted]		LLC	Delaware	678027-94 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
[redacted]				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10504 NW St. Helens Road	Portland	OR	97231	US

4. This FINANCING STATEMENT covers the following collateral:

All DSAYs, 404 and ESA credits generated from Debtor's Restoration Project, as defined in that certain Agreement for Development and Purchase of Restoration Site, dated as of November 10, 2010, entered into between Secured Party, as Seller, and Debtor, as Buyer, as amended from time to time, and all proceeds derived from the sale of such DSAYs, 404 and ESA credits.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

401 FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 3/10)

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial.

Follow Instructions completely.
Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required $15.00 fee to Secretary of State Corporation Division/UCC Section 255 Capitol St. NE, Ste. 151 Salem, Oregon 97310. **Rejected filings are subject to the non-refundable processing fee.**

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1 Ad) or Additional Party (Form UCC1AP).
A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.
B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.

1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.

1b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).

1c. An address is always required for the Debtor named in 1 a or 1b.

1d,2d Reserved for Financing Statements to be filed in North or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) – social security number or employer identification number must be placed in this box.

1e,f,g. Additional information reorganization Debtor' is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1 Ad) and check appropriate box in item 18.

2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1 Ad) or other Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1 Ad) or other Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.

4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1 Ad) another attached additional page(s).

5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.

6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13,14 and/or 15) on Addendum (Form UCC1Ad).

7. Search request option on this form is not available in Oregon.

8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

EXHIBIT D

FORM OF CONSERVATION EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Grantee Name & Address

Conservation Easement Deed

(Project Name)

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made this ___ day of _____, 20__, by the _____(the "Grantor"), in favor of [non-profit corporation] ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property containing approximately ___ acres in the County of ___ _____, State of _____ more particularly described in Exhibit A attached hereto and incorporated herein (the "Overall Property"). Grantor desires to grant the Conservation Easement over a ___ acre portion of the Overall Property (the "Property"). The Property is more particularly described in Exhibit B, which is attached hereto and incorporated herein.

B. The Property possesses wildlife and habitat values of great importance to Grantor, Grantee, and the people of the State of _____and the United States.

C. This Conservation Easement Deed is being executed and delivered pursuant to the Trustee's direction (the "Resolution"). A specific habitat development plan (the "Development Plan") and management and operations plan (the "Management Plan") for the Property has been developed in accordance with applicable requirements of the Resolution. Grantor and Grantee each have a copy of the Management Plan and the Development Plan, both incorporated herein by reference.

D. The Property provides or is capable of providing significant ecological and habitat values that benefit endangered, threatened, and other species (collectively, "Conservation Values"), as set forth in the Resolution, including discounted service acre-years credits("DSAY Credits") [*list species as appropriate*] each a "Covered Species".

E. The Trustees consist of *(list trustee members here)* each a "Trustee Agency", and have responsibility to address injury to natural resources pursuant to the National Oceanic and Atmospheric Administration's Damage Assessment Remediation and Restoration Program.

F. Grantor intends to convey to Grantee the right to preserve, protect, sustain, and enhance and/or restore the Conservation Values of the Property in perpetuity.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and the State of _____, Grantor hereby voluntarily grants and conveys to Grantee the Conservation Easement in perpetuity over the Property of the nature and character consistent with the Resolution to the extent hereinafter set forth.

1. Purpose. The purpose of this Conservation Easement is to ensure that the Property will be retained forever in a condition contemplated by the Resolution and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities including, without limitation, those involving the preservation and enhancement of native species and their habitats in a manner consistent with the conservation purposes of this Conservation Easement and the Resolution.

2. Rights of Grantee. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee, along with the right of enforcement to Trustee Agencies or their designee as third party beneficiaries hereof, consistent with the Resolution:

A. To preserve, protect, sustain, and enhance and/or restore the Conservation Values of the Property.

B. To enter upon the Property at reasonable times, subject to giving Grantor 48 hours notice, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Agreement, to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement; provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property.

C. To prevent any activity on or use of the Property that is inconsistent with the habitat conservation purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

D. All Grantor's mineral, air and water rights necessary to preserve, protect and sustain the biological resources and Conservation Values of the Property, unless specifically excluded from this Conservation Easement, including Grantor's right, title and interest in and to any waters consisting of: (a) any riparian water rights appurtenant to the Property; (b) any appropriative water rights held by Grantor to the extent those rights are appurtenant to the Property; (c) any waters, the rights to which are secured under contract between the Grantor and

any irrigation or water district, to the extent such waters are customarily applied to the Property; and (d) any water from wells that are in existence or may be constructed in the future on the Property or on those lands described as excepted from the Property in the legal description and that were historically used by the Grantor to maintain the Property in a flooded condition (collectively, "Easement Waters"). The Easement Waters, mineral, air and water rights are limited to the amount of Grantor's waters reasonably required to maintain the Conservation Values of the Property.

E. All present and future development rights.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the conservation purposes of this Conservation Easement and the Resolution is prohibited. Without limiting the generality of the foregoing, Grantor, its personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or permitting any of the following on the Property unless specifically authorized by the Resolution, the Development Plan or the Management Plan:

A. Construction, reconstruction or placement of any building, billboard, sign, structure, or other improvement.

B. Unseasonable watering; use of fertilizers, biocides, or other agricultural chemicals; incompatible fire protection activities; and any and all other uses which may adversely affect the conservation purposes of this Conservation Easement.

C. Grazing and agricultural activity of any kind.

D. Commercial or industrial uses.

E. Depositing or accumulating soil, trash, ashes, refuse, waste, bio-solids or any other material.

F. Filling, dumping, excavating, draining, dredging, mining, drilling, removing, exploring for or extracting minerals, loam, gravel, soil, rock, sand or other material on or above a depth of 100 ft below the surface of the Property, or granting or authorizing surface entry for any of these purposes of the Property, or granting or authorizing surface entry for any of these purposes.

G. Altering the surface or general topography of the Property, including building roads, paving or otherwise covering the Property with concrete, asphalt, or any other impervious material.

H. Removing, destroying, or cutting trees, shrubs or other vegetation, except as required for: (i) fire breaks; (ii) maintenance of existing foot trails or roads; (iii) prevention or treatment of disease; or (iv) utility line clearance.

I. Use of motorized vehicles, including off-road vehicles, except on existing roadways, inasmuch as they are harmful or adverse to the conservation purposes of the Conservation Easement, otherwise they shall be allowed for the purposes of land management and monitoring.

J. Transferring any water right necessary to maintain or restore the biological resources of the Property.

K. Planting, introduction or dispersal of non-native or exotic plant or animal species.

L. Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

M. Recreational activities shall be allowed so long as they are not adverse or harmful to the conservation purposes of the Conservation Easement.

N. Permitting a general right of access to the Property.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property and are inconsistent with the Resolution. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under this Conservation Easement, including, but not limited to, Grantee's water rights.

5. Grantor's Reserved Rights. All rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purposes of this Conservation Easement, are reserved to Grantor and Grantor's personal representatives, heirs, successors, and assigns .

6. Remedies for Violation and Corrective Action. If Grantee, Grantor, or a Trustee Agency determines there is a violation of the terms of this Conservation Easement or that a violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Grantor or Grantee. In any instance, measures to cure the violation shall be reviewed and approved by third party beneficiaries Trustee Agencies. If a violation is not cured within 30 days after receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, Grantee, Grantor, or Trustee Agencies may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover any damages to which Grantee, Grantor, or Trustee Agencies may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any violation or injury. Without limiting violator's liability therefore, any damages recovered may be applied to the cost of undertaking any corrective action on the Property.

6.1 Injunctive Relief. If Grantee, Grantor, or Trustee Agencies, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee, Grantor, or Trustee Agencies may pursue its remedies under this Section without prior notice or without

waiting for the period provided for cure to expire to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and to require the restoration of the Property to the condition that existed prior to any such injury. The remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Grantee, Grantor, or Trustee Agencies to discover a violation or to take immediate legal action shall not bar taking such action at a later time.

6.2 Standing. If at any time Grantee, Grantor, or any successor in interest or subsequent transferee uses or threatens to use the Property for purposes not in conformance with the stated conservation purposes contained herein, or releases or threatens to abandon this Conservation Easement in whole or in part, then, the Trustee agencies have standing as an interested party in any proceeding affecting this Conservation Easement.

6.3 Costs of Enforcement. All reasonable costs incurred in enforcing the terms of this Easement including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by violation or negligence under the terms of this Conservation Easement shall be borne by the violator.

6.4 Enforcement Discretion. Enforcement of the terms of this Conservation Easement shall be at the reasonable discretion of Grantee, Grantor, or third party beneficiaries, and any forbearance to exercise rights of enforcement under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights under this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

6.5 Acts Beyond Grantee's or Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee, Grantor, or Trustee Agencies to bring any action for any injury to or change in the Property resulting from causes beyond Grantee or Grantor's control, including, without limitation, fire not caused by Grantee or Grantor, flood, storm, and earth movement, or from any prudent action taken by Grantee or Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.6 Third Party Beneficiary Right of Enforcement. All rights and remedies conveyed under this Conservation Easement shall extend to and are enforceable by Trustee Agencies as third party beneficiaries. These rights of enforcement are in addition to, and do not limit, the rights of enforcement under the Resolution.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including transfer costs, costs of title and documentation review, and maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable permits and approvals required for any activity or use permitted on the Property by this Conservation Easement, and any such activity or use shall be undertaken in accordance with

all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

7.1 Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished at or for use on the Property.

7.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, "Indemnified Parties"), from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (b) Grantor's obligations specified in this Conservation Easement; and (c) the obligations, covenants, representations, and warranties of this Conservation Easement relating to Costs and Liabilities of this Section 7.

7.3 No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge of any release or threatened release of hazardous materials in, on, under, about, or affecting the Property. Without limiting the obligations of Grantor as otherwise provided in this instrument, Grantor agrees to indemnify, protect, and hold harmless the Indemnified Parties against any and all Claims arising from or connected with any hazardous materials present, released in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

8. Best and Most Necessary Use. The habitat conservation purposes of the Conservation Easement are presumed to be the best and most necessary public use.

9. Conservation Easement Assignment or Transfer. This Conservation Easement may be assigned or transferred by Grantee or any successor in interest upon written approval of third party beneficiaries and Trustee Agencies, which approval shall not be unreasonably withheld, but Grantee shall give Grantor and Trustee Agencies at least thirty (30) days prior written notice of the transfer. Approval of any assignment or transfer may be withheld whenever it will result in a merger of the Conservation Easement and the Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Property in perpetuity has been established. Grantee or any successor in interest may assign or transfer its rights and obligations under this

Conservation Easement only to an entity or organization as approved by the Trustee Agencies. As a condition of such assignment or transfer, Grantee shall require that the conservation purposes of this Conservation Easement and the Resolution are carried out and notice of such restrictions, including the Resolution, shall be recorded in the County where the Property is located. The failure of Grantee to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or its enforcement in any way.

10. Subsequent Property Transfer. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give Grantee and third party beneficiaries and Trustee Agencies written notice of the intent to transfer any interest at least 30 days prior to the date of such transfer. Grantee or Trustee Agencies shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement or whenever a subsequent Property transfer will result in a merger of the Conservation Easement and the Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Property in perpetuity has been established. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

11. Estoppel Certificates. Grantee shall, within 30 business days after receiving Grantor's request therefore, execute and deliver to Grantor a document certifying, to the best knowledge of the person executing the document, that Grantor is in compliance with any obligation of Grantor contained in this Conservation Easement, or otherwise evidencing the status of such obligation to the extent of Grantee's knowledge thereof, as may be reasonably requested by Grantor.

12. Notices. Any notice, demand, request, consent, approval, or other communication that Grantor, Grantee, or third party beneficiaries and Trustee Agencies desires or is required to give to the others shall be in writing and either served personally or sent by first-class mail, postage prepaid or by recognized overnight courier that guarantees next-day delivery addressed as follows:

To Grantor: Address
Phone:
Fax:

To Grantee and Third Party Beneficiaries:

To Grantee: Address
Phone:
Fax:

To Trustee Agencies:

Address
Phone:
Fax:

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

13. Recordation. Grantor shall submit an original, signed and notarized Conservation Easement to Grantee and Grantee shall promptly record this instrument in the official records of the County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded Conservation Easement to the Grantor and to Trustee Agencies. Grantee may re-record at any time as may be required to preserve its rights in this Conservation Easement.

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and written approval of third party beneficiaries and Trustee Agencies. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration, and Grantee shall promptly record this amended instrument in the official records of the County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded amended Conservation Easement to the Grantor and to Trustee Agencies.

15. Funding. Funding shall be held in trust or by other means specified in the Resolution for the perpetual management, maintenance, and monitoring of this Conservation Easement and the Property in accordance with the Resolution.

16. Warranty. Grantor represents and warrants that, except for the authorized encumbrances set forth in Exhibit C, which is attached hereto and incorporated herein, there is no outstanding mortgage, lien, encumbrance, or other interest in the Property which has not been expressly subordinated to this Conservation Easement, and that, except for another Conservation Easement established in accordance with the Resolution and which is not adverse to the Conservation Easement established herein, the Property is not subject to any other easement or interest that is adverse to or is not subordinate to this Conservation Easement.

17. Additional Interests. Except for another conservation easement established in accordance with the Resolution and which is not adverse to the Conservation Easement established herein, Grantor shall not grant any additional interest in the Property, nor shall Grantor grant, transfer, abandon, or relinquish any water or water right associated with the Property, including without limitation any Easement Waters, without the prior written authorization of Grantee and Trustee Agencies. Such consent may be withheld if the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement and the Resolution or will impair or interfere with the Conservation Values of the Property. This Section shall not prohibit the transfer of a fee title or leasehold interest in the Property that is otherwise subject to and complies with the terms of this Conservation Easement.

18. Third-Party Beneficiaries and Access. Grantor and Grantee acknowledge that where Trustee Agencies are neither Grantor nor Grantee, Trustee Agencies are third-party beneficiaries of this Conservation Easement with rights of access to the Property for monitoring or conservation activities contemplated by this Conservation Easement or the Resolution, except in cases where a Trustee Agency determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Agreement, such access is subject to providing the Grantor with 48 hours notice, and with rights to enforce all of the provisions of this Conservation Easement.

19. General Provisions.

19.1 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Oregon and applicable Federal law including the ESA.

19.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to affect the purposes of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

19.3 Severability. If any provision of this Conservation Easement or the application thereof is found to be invalid the remaining provisions of this Conservation Easement or the application of such provisions other than that found to be invalid shall not be affected thereby.

19.4 Entire Agreement. This Conservation Easement and the Resolution incorporated by reference herein, including all of the exhibits thereto, together set forth the entire agreement of the parties and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with the provisions herein.

19.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

19.6 Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

19.7 Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

19.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

19.9 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor has executed and delivered this Conservation Easement Deed as of the day and year first above written.

GRANTOR (PROPERTY OWNER):

By: _____

Title: _____

Date: _____

GRANTEE:

By: _____

Title: _____

Date: _____

Exhibit A

Overall Property

To be provided

Exhibit B
Property [legal description of easement area]

To be provided

Exhibit C

Authorized Encumbrances

To be provided

EXHIBIT E
FORM OF SUBORDINATION AGREEMENT

RECORDING REQUESTED BY:
__ _____ Bank
_____
_____
_____, CA _____

WHEN RECORDED MAIL TO:
_____ Bank
_____
_____
_____ __, CA _ ___

Space Above This Line For Recorder's Use

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF A LATER RECORDED CONSERVATION EASEMENT INSTRUMENT.

THIS AGREEMENT, made this ___ day of _____, 20__, by _____, owners of the land described in Exhibit A attached hereto and incorporated herein (hereinafter **"OWNER"**), and _____ Bank ("_____"), trustee and beneficiary under that certain trust deed ("**Trust Deed**") dated _____ and recorded _____ as Instrument No. _____ of the official records of the County Recorder of _____ _____ County, State of Oregon. The land described in Exhibit A shall be referred to as "Property".

WHEREAS, OWNER has granted, or is about to grant, to _____, across a portion of the Property described in the Trust Deed, a conservation easement to protect the habitat, agricultural and open space values as set forth in that certain Conservation Easement Deed dated and recorded concurrently herewith in the official records of the County Recorder, _____ ____County, State of Oregon (the "Easement").

WHEREAS, _____ is agreeing to subordinate the Trust Deed to the Easement only on the basis that _____'s rights to enforce its lien interest and acquire the Property under the terms of the Trust Deed, whether by foreclosure, deed-in-lieu or any other means, and any subsequent sale or transfer of the Property by _____ shall not be affected so long as any acquisition, transfer or sale of the Property is made subject to the terms of the Easement.

NOW, THEREFORE, in consideration of the above recitals, _____ hereby subordinates the Trust Deed, consents to the execution of the grant of said Easement, and agrees that any acquisition, transfer or sale of the Property made under the provisions of the Trust Deed, whether by foreclosure, deed-in-lieu or other means, shall be subject to the Easement.

Dated: _____ _____Bank

By: _____ __

Its: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

County of _____)

On _____ _ ___ before me, _____, Notary Public, personally appeared
__ __ _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

(Legal Description of Property)

EXHIBIT F
MEMORANDUM OF PURCHASE AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Portland Harbor Holdings I, LLC
c/o Wildlands, Inc.
3855 Atherton Road
Rocklin, California 95765
Attention: Mark B. Heintz

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF PURCHASE AGREEMENT
(Linnton Plywood)

This Memorandum of Purchase Agreement is made and entered into as of _____, 2010, by and between **LINNTON PLYWOOD ASSOCIATION**, an Oregon cooperative corporation (**"Seller"**), and **PORTLAND HARBOR HOLDINGS I, LLC,** a Delaware limited liability company (**"Buyer"**).

Seller is the owner of certain real property, consisting of approximately 24.74± acres, located at 10504 NW Saint Helens Road in the City of Portland, County of Multnomah, State of Oregon, commonly known as Tax Lot Numbers 1N1W02B-00800, 1N1W02C-00100 and 1N1W02C-00200 (the **"Property"**). The Property is more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference

Buyer agrees to purchase the Property, and Seller agrees to sell the Property to Buyer, upon all the terms and conditions set forth in that certain Agreement for Development and Purchase of Restoration Site dated as of November 15, 2010, entered into by and between Seller and Buyer, as amended from time to time (the **"Purchase Agreement"**). The close of escrow for Buyer's purchase of the Property shall occur on or before [insert date that is one year after effective date of Purchase Agreement].

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST

FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

IN WITNESS WHEREOF, Seller and Buyer have executed this Memorandum of Purchase Agreement as of the dates set forth next to their signatures below.

BUYER:

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation
Its: Manager

By:_____

Its:_____

Date:_____

SELLER:

LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation

By:_____

Its:_____

Date:_____

STATE OF OREGON, County of Multnomah) ss.

This instrument was acknowledged before me on _____, 2010 by _____ as _____ of Linnton Plywood Association, an Oregon cooperative corporation.

_____
Notary Public for Oregon

STATE OF CALIFORNIA
COUNTY OF PLACER

On this date, _____, before me, _____, a Notary Public, State of California, duly licensed and sworn, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public, State of California

My Commission Expires _____

Exhibit A

Legal Description of Property

PARCEL I:

The following tract of land situated in Sections 2 and 3, Township 1 North, Range 1 West of the Willamette Meric the City of Portland, County of Multnomah and State of Oregon, described as follows:

BEGINNING at the Southeast corner of the Donation Land Claim of Solomon Richards No. 47 which is the North corner of the George G. Watts Donation Land Claim No. 46, in said Section 2; thence Northeasterly along the Northeasterly extension of the division line between said Donation Land Claim of Solomon Richards and George Watts to a point on the harbor line, as now established, of the Willamette River, which point is the true point of beginning of the tract herein described; thence Northwesterly along said harbor line, to the point of intersection w center line of "C" Street in the TOWN OF LINNTON if extended in a straight line Easterly;
thence Westerly, along said extended center line of "C" Street, to the Easterly line of the Burlington Northern Inc of way; thence Southerly along the East line of said right of way, 190 feet to a point of intersection with the North line of the Southerly 15 feet of Lot 2, Block 65, TOWN OF LINNTON, if said line were extended Eastward; thence Westerly along said extended Northerly line, parallel with the Southerly line of said Block 65 to the East line of N. Helens Road; thence Southerly along the Easterly line of said N.W. St. Helens Road to an iron pipe on said East line, which is 549.24 feet South and 292.52 feet East from the intersection of the Center line of N.W. St. Helens F with the Northerly line of N.W. 107th Avenue, formerly "C" Street, in the TOWN OF LINNTON; thence North 60°4 East, 226.45 feet to a point of intersection with the Easterly line of the Burlington Northern Inc. right of way; then Southerly along the Easterly line of said right of way to the point of intersection with the Northerly line of that trac land conveyed to Linnton Realty Company, an Oregon corporation, to Signal Oil Company, a California corporati Deed recorded July 8, 1936 in Book 345, Page 154, Deed Records; thence Northeasterly along the Northerly line said Signal Oil Company Tract to the
harbor line of the Willamette River; thence Northerly along said harbor line to the true point of beginning.

EXCEPTING THEREFROM the right of way of the Burlington Northern Inc.

ALSO EXCEPTING THEREFROM that portion West of the Burlington Northern Inc. right of way conveyed to the of Oregon, by and through its State Highway Commission, by Deed recorded July 23, 1963 in Book 2178, Page 2 Deed Records.

AND FURTHER EXCEPTING THEREFROM the ownership of the State of Oregon in that portion lying below the of mean high water of the Willamette River.

PARCEL II:

A tract of land in the Solomon Richards, et ux, Donation Land Claim in Section 2, Township 1 North, Range 1 W the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon, said tract of land lying between the Easterly line of 1st Street (now known as Northwest Front Avenue) in the Town of Linnton, and the I Line, as now established, of the Willamette River, and between the Easterly extension of the centerline of "C" Str (now known as Northwest 107th Avenue) in the Town of Linnton and a line drawn parallel to and 100 feet Northe when measured at right angles to the said Easterly extension of the centerline of said "C" Street.

EXCEPTING THEREFROM the reservation of all of the coal, oil, gas, casinghead gas and all ores and minerals every kind and nature underlying the surface of the premises as reserved by the Spokane, Portland and Seattle Railway Company, a Washington corporation in Deed recorded February 28, 1975 in Book 1029, Page 1716, Multnomah County Deed Records.

ALSO EXCEPTING THEREFROM the ownership of the State of Oregon in that portion lying below the line of me high water of the Willamette River.

EXHIBIT G

List of Environmental Documents and Materials
Provided by
Linnton Plywood Association

September 24, 2010

All references to **"LPA"** refer to Linnton Plywood Association, all references to **"DEQ"** refer to the Oregon Department of Environmental Quality, and all references to **"EPA"** refer to the United States Environmental Protection Agency.

1. Letter (with related Declaration of Authority) from LPA to EPA, dated October 27, 2008, regarding response to CERCLA 104(e) information response for LPA facility

2. EPA 104(e) Response to LPA, dated October 23, 2008, included with October 27, 2008 letter referenced in Tab 1 above (54 pages)

3. Indexed documents (55, totaling 985 pages) delivered as an electronic binder to EPA relating to EPA 104(e) Response referenced in Tab 2 above (attachments 46 and 53 appear to be incorrectly dated)

4. Letter from DEQ to EPA, dated August 1, 2003, regarding ECSI No. 2351 and 2373, with attached July 31, 2003 internal memo of DEQ regarding staff report for completion of pre-remedial investigation

5. Spill Remediation and UST Removal Report for LPA prepared by Lambier Stevenson Engineers, dated September 11, 1989

6. Soil Matrix Report for LPA prepared by PEMCO dated April 15, 1994, stamped "Received" by DEG – Northwest Region on April 28, 1994

7. Voluntary Clean-Up and Site Assessment phone memos (two) of LPA relating to CH2M Hill sampling, dated March 21, 2001 and March 27, 2001

8. Site Assessment Information Request 2373, stamped "Received" by DEQ on April 12, 1999, including eight exhibits including legal description of real property, Stormwater Pollution Control Plan prepared for LPA by CH2M Hill (undated), and other reports, correspondence and data

9. Letter from Delta to DEQ, dated January 11, 2007, regarding 2006 fourth quarter progress report associated with BP Terminal 22T facility

10. Photographic maps of BP Terminal 22T facility (well location, groundwater elevation), and tables relating to LPH recovery and wastewater discharge in 2006 fourth quarter

11. Environmental Control Plan – Revetment Removal – Source Control Measure prepared by URS for BP West Coast Products, dated March 2007, relating to BP Bulk Terminal 22T

12. North Property Boundary – Supplemental Site Investigation Report prepared by Delta for Atlantic Richfield Company, dated September 26, 2006, relating to BP Terminal 22T

13. RI Addendum II: Revised Locality of the Facility (BP Bulk Terminal 22T) prepared by URS dated for Atlantic Richfield Company, dated December 2004

14. Letter from CH2M Hill to DEQ, dated July 17, 2003, regarding summary of the Outfall 5 and knife-grinding area removal actions

15. Letter from CH2M Hill to DEQ, dated July 23, 2003, regarding summary of additional Outfall 5 removal action

16. Enhancement Sampling for Pre-Remedial Investigation Report prepared by CH2M Hill for LPA, dated March 2007

17. Technical Memorandum prepared by CH2M Hill for LPA, dated October 30, 2006, regarding evaluation of current environmental conditions at the LPA property

18. Technical Memorandum prepared by CH2M Hill for LPA, dated August 11, 2006, regarding LPA surface and subsurface sediment ecological evaluation

19. Technical Memorandum prepared by CH2M Hill for LPA, dated January 4, 2006, regarding preliminary sediment data analysis for LPA

20. Pre-Remedial Investigation Assessment Report prepared for LPA by CH2M Hill, dated February 2002

21. Pre-Remedial Investigation Assessment Work Plan prepared for LPA by CH2M Hill, dated September 2000

22. Pre-Remedial Investigation Work Plan prepared for LPA by CH2M Hill, dated July 2000

23. Technical Memorandum prepared by CH2M Hill for LPA, dated June 2, 2006, regarding subsurface sediment data analysis for LPA

24. Pre-Remedial Investigation Assessment Work Plan – Addendum I (Historical and Current Use Review and Conceptual Site Model) prepared for LPA by CH2M Hill, dated December 2000

25. Photographs (eight) of excavation and tank extraction

26. Access Agreement, dated April 23, 2003, between LPA and PB West Coast Products LLC regarding installation of boreholes and wells, together with substantial additional reports, correspondence and data (301 pages total)

27. Letter from LPA to DEQ, dated April 9, 1999, regarding DEQ site assessment review notice (see also Tab 8, which appears to include the eight exhibits referenced in but not included with this letter)

28. Voluntary Agreement for Remedial Investigation and Source Control Measures between LPA and DEQ, dated effective June 5, 2000 (labeled as "Attachment A")

29. Draft Scope of Work for Remedial In Investigation and Source Control Measures (undated)(labeled as "Attachment B")

30. Business cards of Scott Hooton (Group Environmental Management Company) and Heidi Blischke, R.G. (CH2M Hill)

31. Letter from DEQ to LPA, dated August 17, 2000, regarding notice to owners and operators of decision not to list property on the confirmed release list

32. Press release (undated) of DEQ titled "DEQ Initiates Remedial Investigations at Eight Portland Harbor Sites"

33. DEQ Site Assessment Program – Strategy Recommendation, dated October 1, 1999, regarding LPA site

34. Fax memo from DEQ to LPA, dated September 26, 2000, regarding several monthly invoices (attached)

35. Greenway Review Application – Linnton Sand Processing Site by Newton Consultants Inc., dated June 15, 2001, with attached fax transmittal to LPA

36. Letter From DEQ to LPA, dated June 7, 2000, regarding executed voluntary remedial investigation agreement (attached) and coordination of site visit

37. Letter from DEQ to LPA, dated January 3, 2001, regarding receipt of revised final pre-remedial investigation work plan and document review timing

38. Sampling and Analysis Plan Report prepared by CH2M Hill for LPA, dated August 2002

39. Letter from DEQ to LPA, dated March 23, 2000, regarding changes to voluntary agreement for remedial investigation

40. Letter from DEQ to LPA, dated May 17, 2000, regarding voluntary agreement for remedial investigation, as negotiated, for execution (agreement not attached)

41. Listings of MSDS sheets by product name and manufacturer (undated)

42. Notice of Assessment of Civil Penalty issued to LPA by the Oregon Environmental Quality Commission, dated March 31, 1995 (penalty calculation: $3,000)

43. Notice of Federal Interest for an Oil Pollution Incident issued to LPA by the U.S. Coast Guard (undated), relating to oil pollution incident occurring on or about February 17, 1995

44. Letter from LPA to DEQ, dated October 16, 1989, regarding Report C-4 (discharge matters)

45. Publication of DEQ, dated March 2000, titled "Portland Harbor Sediments – Update #8"

46. Letter from DEQ to LPA, dated November 14, 2000, regarding review of pre-remedial investigation assessment work plan

47. Letter from DEQ to LPA, dated April 3, 1995, regarding notice of assessment of civil penalty relating to February 21, 1995 oil spill incident (No. SP-NWR-95-073)

48. Letter from CH2M Hill to DEQ, dated August 22, 2000, regarding response to DEQ comments to LPA pre-remedial investigation work plan

49. Letter from US EPA to LPA, dated December 8, 2000, regarding notice of potential liability

50. Letter from CH2M Hill to LPA, dated December 22, 2000, regarding revised final pre-remedial investigation work plan

51. Letter from DEQ to LPA, dated January 28, 2000, regarding notice to current and/or past owners and operators of decision to defer listing decision until July 31, 2000

52. Letter from DEQ to LPA, dated February 12, 1999, regarding site assessment review notice

53. Letter from DEQ to LPA, dated February 22, 1995, regarding Region Spill No. 95-032 reported to DEQ on February 17, 1995

54. Letter from DEQ to LPA, dated January 15, 1999, regarding Portland harbor 1997 study and 2009 Portland harbor management plan

55. Invoice from DEQ to LPA, dated May 25, 2000, regarding 2001 water quality annual compliance determination fee

56. Letter from DEQ to LPA, dated February 29, 2000, regarding remedial investigation agreement and scope of work, with attached draft voluntary agreement

57. Same as Tab 56, but without attachment

58. Letter from DEQ to LPA, dated February 27, 1995, regarding notice of noncompliance – Spill No. 95-023

59. Same as Tab 40, but with voluntary agreement attached

60. Letter from DEQ to LPA, dated November 12, 1999, regarding notice to current and/or past owners and operators of decision to add contaminated property to DEQ's confirmed release list (CRL)

61. Letter from EPA to LPA, dated October 2, 2000, regarding unveiling of public website and solicitation of website review

62. Same as Tab 61, with fax forwarding letter from Jim Stahly to Dave Ryan

63. Letter from DEQ to LPA, dated October 8, 1999, regarding request for performance of remedial investigation

64. Letter from DEQ to LPA, dated August 17, 2000, regarding notice to current and/or past owners and operators of decision not to list property on the confirmed release list

65. Letter from DEQ to LPA, dated September 18, 2000, regarding acknowledgment of LPA submittal of Addendum 1 to assessment work plan and anticipated review date

66. Letter from DEQ to LPA, dated September 27, 1994, regarding no-action determination related to decommissioning and cleanup of underground storage tank

67. Letter from DEQ to LPA, dated July 18, 2000, regarding pre-remedial investigation work plan (ECSI #2373)

68. Work order prepared November 1999, and purchase orders (two) prepared December 1999

69. Sampling and Analysis Plan (Addendum to the Pre-Remedial Investigation Assessment Work Plan) prepared by CH2M Hill for LPA, dated April 2001

70. Letter from DEQ to LPA, dated September 7, 2000, regarding ESCI #2373 – new project manager

71. Notes from telephone conference dated November 5, 1999 regarding status of certain projects (2 pages)

72. Letter from EPA to LPA, dated December 8, 2000, regarding notice of potential liability

73. Same as Tab 72, with LPA fax header

74. Draft Voluntary Agreement for Remedial Investigation and Source Control Measures, dated February ___, 2000

75. Draft Voluntary Agreement for Remedial Investigation and Source Control Measures, dated February 29, 2000

EXHIBIT H

List of Additional Documents and Materials

1. Licenses. Any and all licenses, permits and agreements affecting or relating to the ownership, possession or development of the Property.

2. Governmental Correspondence. Copies of all applications and correspondence or other written communications to or from any governmental or quasi-governmental entity, department or agency regarding any permit, approval, consent or authorization with respect to the use, condition, operation or development of the Property.

3. Surveys. Copies of the most recent survey(s), if any, pertaining to the Property or any portion thereof.

4. Reports. Any and all reports, projections, studies or other documents or written information pertaining to the Property.

5. Tax Statements. Any and all property tax statements pertaining to the Property for the past two (2) tax years, and all notices, correspondence and other communications with the County and any other taxing authority concerning the property taxes.

6. Studies. Any and all soils reports, engineering data and any other data or studies pertaining to the Property or any portion thereof.

7. Leases. Any and all leases affecting the Property, including, without limitation, the DSL Lease and the Property Leases, all amendments to such leases, and all correspondence and other documents relating to such leases.

8. Other Documents. Any other correspondence, studies, reports, appraisals and other documents, materials or information of any kind that may reasonably have an effect on Buyer's ability to acquire, develop and market the Property.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Linnton Plywood Association
10504 NW St. Helens Road
Portland, OR 97231
Attention: Jim Stahly, General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

(Linnton Plywood Site)

By this instrument dated November ___, 2010, for valuable consideration, **BNSF RAILWAY COMPANY,** a Delaware corporation (**"BNSF"**), successor by merger to Spokane, Portland and Seattle Railway Company, a Washington corporation (**"SP&S"**), and Burlington Northern, Inc., a Delaware corporation (**"BN"**), does hereby remise, release, relinquish and forever quitclaim to **LINNTON PLYWOOD ASSOCIATION,** an Oregon cooperative corporation, all of its Mineral Interest (as hereinafter defined) in that certain real property (**"Property"**) located in the County of Multnomah, State of Oregon, which is more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference.

The term **"Mineral Interest"** shall mean all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, as reserved by BNSF's predecessors-in-interest, SP&S and BN, under that certain instrument dated June 14, 1974, and recorded on February 28, 1975, in Book 1029, Page 1716.

THIS QUITCLAIM DEED IS RECORDED TO FULLY RELEASE ALL OF BNSF'S MINERAL INTEREST IN THE PROPERTY IN CONNECTION WITH THE RIGHTS RESERVED BY BNSF'S PREDECESSORS-IN-INTEREST, SP&S AND BN, UNDER THAT CERTAIN QUITCLAIM DEED RECORDED DATED JUNE 14, 1974, AND RECORDED ON FEBRUARY 28, 1975, IN BOOK 1029, PAGE 1716, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MULTNOMAH COUNTY.

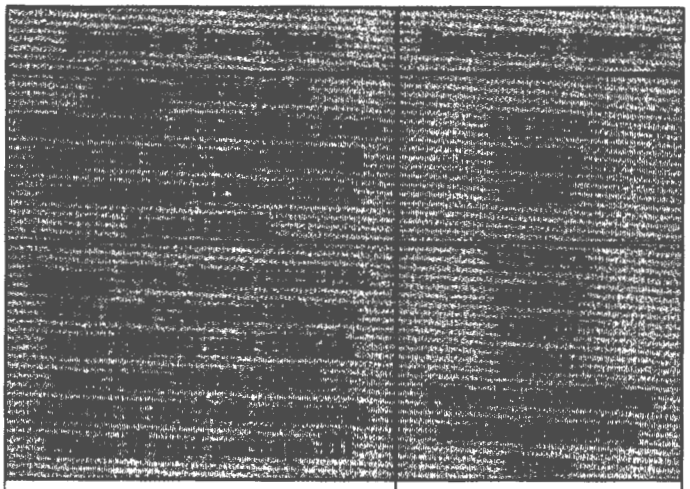
BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Its: _____
Date: _____

Exhibit A to Quitclaim Deed

Legal Description of Property

Exhibit J Entitlements/Settlement Agreements/etc



Nationwide permit No. 27 under Sections 10 and 404 of the CWA • Section 7 consultation with NOAA and USFWS • Section 106 consultation with SHPO • EPA consultation	United States Army Corps of Engineers (USACE)
Section 10 authorization	United States Army Corps of Engineers (USACE)
Eagle Permit (If nesting bald eagles are present and avoidance is impracticable)	USFWS
CERCLA/Superfund/NRDA compliance	EPA and Oregon Department of Environmental Quality (DEQ)
Removal and Fill Permit • Consultation with Oregon Department of Fish and Wildlife (ODFW)and State Historic Preservation Office (SHPO)	Oregon Department of State Lands (DSL)
NOAA-Fisheries etc consultations re federal permits	
401 Certification	DEQ
402 compliance, NPDES permit	DEQ
Temporary Use Permit with	DSL

Exhibit J Entitlements/Settlement Agreements/etc

[redacted]	[redacted]
Structure registration OR Long-Term Lease for Activities Within State Lands.	
Willamette Greenway/River Review authorization	City of Portland
Erosion and Sediment Control Manual Compliance	City of Portland
Flood Hazard Area Compliance	City of Portland
Director's Interpretation regarding use authorization	City of Portland
Balanced cut/fill compliance	City of Portland
Stormwater Management Manual compliance	City of Portland
Other permits or authorization as may be required to implement project	Federal, State and local regulatory agencies or bodies

EXHIBIT K

COMMON INTEREST AGREEMENT

This COMMON INTEREST AGREEMENT (the "**Agreement**") is hereby entered into by and between Linnton Plywood Association ("**LPA**"), a cooperative association organized under the laws of the State of Oregon, and Portland Harbor Holdings I, LLC ("**PPH**"), a Delaware limited liability company (collectively, the "**Parties**" and individually, a "**Party**"), and their respective counsel, Roberts Kaplan LLP and Perkins Coie LLP (together referred to as "**Counsel**"), in connection with a proposed acquisition of certain real property, consisting of approximately 25 acres, located at 10504 NW St. Helens Road, Portland Oregon (the "**Property**").

RECITALS

WHEREAS, the Parties have recently had discussions or wish to have discussions about the potential acquisition, development and/or restoration of the Property;

WHEREAS, the Parties have undertaken and will undertake factual, legal and economic research with respect to the Property, and the Parties are of the opinion that it is in their best interest for their Counsel to exchange certain information and work product that is otherwise privileged attorney/client communication and/or attorney work product; and

WHEREAS, the Parties and their Counsel acknowledge that they share a common legal interest in the defense of certain claims or potential claims for environmental contamination related to the Property;

WHEREAS, the Parties rely on the joint defense, common interest and any other applicable exception to the waiver of the attorney/client and attorney work product privileges;

NOW, THEREFORE, in consideration of the premises and mutual promises, representations, warranties, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. There are certain claims or potential claims for environmental contamination related to the Property (the "**Claims**") regarding which the Parties share a common legal interest.

2. The Parties intend by this Agreement to invoke as broadly as is legally permissible the joint defense doctrine and the common interest rule with respect to any materials shared pursuant to this Agreement. The Parties believe that this Agreement is reasonably necessary to protect their common interests.

3. To further their common interests, the Parties may share and exchange between and among themselves certain confidential, privileged, and/or work product information ("**Common Interest Materials**"), which may include without limitation:

a. attorney work product, including but not limited to memoranda of fact, memoranda of law, draft pleadings, research materials, identity of experts or consultants whether retained individually or collectively, communications with or about said experts, witness interviews, or any other attorney work product, including notes or other materials relating to any Party's investigation of the facts and circumstances underlying the Claims;

b. attorney-client communications, including but not limited to correspondence, memoranda, notes, and other forms of communication relating to the Claims;

c. joint defense communications, including communications between the Parties themselves, the Parties' respective Counsel, and any other correspondence or communications shared in furtherance of the Parties' Common Interests; or

d. any other materials that may be privileged or protected from discovery under applicable law.

4. The Parties and their Counsel agree that they intend to and will maintain the confidentiality of materials shared under this Agreement, that they will not disclose such material to anyone not expressly authorized to receive it, and that the disclosure to each other or their representatives is not intended to waive any applicable privilege or protection.

5. Materials shared pursuant to this Agreement shall be marked as "Common Interest" or "Joint Defense." Materials so marked will remain protected by all applicable privileges and protections. The Parties acknowledge that, but for their mutual and common interest in the prosecution and/or defense of issues relating to the Claims, they would not disclose the materials disclosed under this Agreement.

6. Nothing in this Agreement obligates any Party or its Counsel to engage in joint defense or common activity or to provide confidential or privileged information to any other Party to this Agreement. Each Party and its Counsel shall be entitled to share only such Common Interest Materials as they deem appropriate, in their sole and exclusive discretion, given their unique interests and concerns with respect to the Claims.

7. In the event that a Party receives a discovery request, subpoena, civil investigative demand or any other request for Common Interest Materials provided to it by the other Party under this Agreement (a "Discovery Request"), the Party receiving the Discovery Request shall:

(i) notify the other Party of the existence, terms and circumstances surrounding such Discovery Request within three (3) business days of its receipt thereof;

(ii) consult with the other Party to determine an appropriate response to the Discovery Request;

(iii) assert all available objections to the Discovery Request, including objections based on the attorney-client and attorney work product privileges; and

(iv) if disclosure of such information is required, exercise its best efforts to obtain an order from an appropriate court or government authority or a confidentiality agreement from the person or entity seeking the Common Interest Materials, according confidential treatment to such portion of the disclosed information as is designated as Common Interest Materials.

8. Each Party affirms that Common Interest Materials include information that has been communicated to Counsel in confidence by the Parties for the purpose of securing legal advice and representation and that such Common Interest Materials are therefore subject to the attorney/client and/or attorney work product privilege belonging to the client, which privilege may not be waived by any other Party without the prior consent of the client that supplied the information or Common Interest Materials. Any inadvertent or purposeful disclosure of information exchanged pursuant to this Agreement shall not constitute a waiver of any applicable privilege or.

9. With the exception of matters explicitly discussed herein, the Parties and Counsel agree that this Agreement does not in any way prejudice any claim or right that a Party may have against the other Party to this Agreement, and it does not in any way preclude a Party or Counsel from taking steps deemed necessary by that Party or Counsel to protect or claim any rights that the Party may have from the other Party.

10 Nothing in this Agreement, nor the sharing of any Common Interest Materials under this Agreement, shall be deemed to create an attorney-client relationship between any Counsel and anyone other than the Party represented by that Counsel. This Agreement shall not create any agency or similar arrangement among the Parties. No Party shall have authority to waive any applicable privilege or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege or doctrine by the conduct of any Party be construed to apply to any other Party.

11. By executing this Agreement, each Party represents that it has been fully advised by its respective Counsel concerning the advantages and disadvantages of a common interest agreement, and that each Party understands this Agreement and knowingly and intelligently makes the following waivers. No Party to this Agreement shall assert during the term of this Agreement or after termination of the Agreement that Counsel for any other Party has a conflict of interest in the continued representation of their respective clients, nor shall a Party object to continued representation of the other Party by their respective Counsel,

on the grounds that: (i) Counsel had access to Common Interest Materials pursuant to this Agreement; or (ii) Counsel has participated in joint defense or common interest efforts under this Agreement. Nothing contained in this Agreement, nor the sharing of Common Interest Materials under this Agreement, shall be used by any Party as a basis for seeking to disqualify any Counsel for any other Party from representing his or her client in the Claim or any matter arising from or related to the Claim.

12. Common Interest Materials, the existence and terms of this Agreement, and the existence of a joint defense effort in connection with the Claims shall not be used in any fashion against the signatories to this Agreement other than as set forth in this Agreement. By way of example and not limitation, it shall not be used offensively or defensively in any litigation between the Parties to this Agreement or their clients (other than as covered by this Agreement) involving any issue relating to or deriving from the Property, nor will any of the Parties claim that any Counsel is disqualified in such litigation or any other matter by reason of the joint defense effort or this Agreement. The existence of this Agreement shall not create any attorney-client relationships between any Counsel and the other Counsel's client.

13. Nothing contained in this Agreement shall prohibit a Party from disclosing: (i) its own information; (ii) its own work product (except for any portion of such work product that contains Common Interest Materials or any analysis of Common Interest Materials received from any other Party to this Agreement); (iii) material prepared by such Party that refers or relates solely to its own information, documents, or work product; (iv) material obtained from a source other than a Party covered under this Agreement; (v) material that was or becomes publicly available through no act, omission, or fault of the receiving Party; (vi) material that is discovered independently by a Party; or (vii) non-privileged material that is otherwise discoverable in the Claim. Nothing in this Agreement shall prevent or restrict a Party from using, at its sole discretion, any documents or information that it has provided to any other Party pursuant to this Agreement, even if it is Common Interest Materials

14. Upon the request of the Party producing Common Interest Materials, or if the acquisition of the Property is not consummated, the Party receiving such information shall, at the producing Party's option, promptly destroy or redeliver all written Common Interest Materials and any other material containing or reflecting any matter in the Common Interest Materials (whether prepared by the receiving party, its employees or economic advisors) and will not retain any copies, extracts or other reproductions in whole or in part of such material. Upon request from the producing Party, the receiving Party shall certify in writing that the destruction or redelivery has occurred in accordance with this Agreement.

[signatures on following page]

By:

ROBERTS KAPLAN LLP

_____

William P. Hutchison
COUNSEL FOR LINNTON PLYWOOD ASSOCIATION

By:

PERKINS COIE LLP

_____

Tom Lindley
COUNSEL FOR PORTLAND HARBOR HOLDINGS I, LLC

EXHIBIT L

Property Leases

1. Lease by and between Linnton Plywood Association, as Lessor, and Forest Products Machinery, L.L.C., as Lessee, dated July 1, 2004.

2. Building Lease by and between Linnton Plywood Association, as Lessor, and Midway Limited Ltd., as Lessee, dated May 12, 2008.

3. Ground Lease by and between Linnton Plywood Association, as Lessor, and Harmer Steel Products Co., as Lessee, dated August 1, 2004.

4. Ground Lease by and between Linnton Plywood Association, as Lessor, and Glacier Northwest, Inc., as Lessee, dated November 1, 2005.

5. Lease Agreement by and between Linnton Plywood Association, as Lessor and Goby Walnut Products, Inc. as Lessee dated April, 2010

FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT AND PURCHASE OF RESTORATION SITE
(Linnton Plywood Site – Portland Harbor)

This First Amendment to Agreement for Development and Purchase of Restoration Site (**"First Amendment"**), dated for reference purposes as March 17, 2011, is entered into by and between **LINNTON PLYWOOD ASSOCIATION**, an Oregon cooperative corporation (**"Seller"**), and **PORTLAND HARBOR HOLDINGS I, LLC**, a Delaware limited liability company (**"Buyer"**).

Recitals

A. On or about November 15, 2010, Buyer and Seller entered into that certain Agreement for Development and Purchase of Restoration Site (**"Purchase Agreement"**) concerning the purchase and sale of certain real property located in the County of Multnomah, State of Oregon (the **"Property"**). The Property is more particularly described in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, the Deposit (as such term is defined in the Purchase Agreement) is required to be released by Escrow Holder to Seller in four (4) separate increments.

C. In January, 2011, Seller and Buyer verbally modified the release schedule, and the amount of Fifteen Thousand and No/100ths Dollars ($15,000.00) was released to Seller.

D. In February, 2011, Seller and Buyer further verbally modified the release schedule, and the amount of Five Thousand and No/100ths Dollars ($5,000.00) was released to Seller.

E. Pursuant to the terms and conditions of this First Amendment, Buyer and Seller desire to amend the Purchase Agreement for the purpose of further modifying the release schedule set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Except as otherwise provided herein, all capitalized terms set forth in this First Amendment shall be defined as provided in the Purchase Agreement.

2. Effective Date. The **"Effective Date"** of this First Amendment shall be the date on which this First Amendment is fully executed by Buyer and Seller.

3. Schedule for Release of Deposit. The schedule for the release of the Deposit set forth in Section 4.3 of the Purchase Agreement is modified as follows:

Amount	Release Date
$15,000.00	Already released
$5,000.00	Already released
$30,000.00	March 18, 2011
$50,000.00	Upon Buyer's delivery of its Feasibility Approval Notice to Seller, or by May 10, 2011, whichever occurs first
$24,500.00	On May 10, 2011, or upon Buyer's delivery of its Feasibility Approval Notice to Seller prior to such date
$175,500.00	Upon the Close of Escrow.

Total Amount of Deposit - $300,000.00

4. Refundability. Except as otherwise provided in the Purchase Agreement, the first and second increments of the Deposit (in the amounts of $15,000.00 and $5,000.00, respectively) shall be deemed nonrefundable upon the Effective Date of this First Amendment. Except as otherwise provided in the Agreement, the third and fourth increments of the Deposit (in the amounts of $30,000.00 and $50,000.00, respectively) that are released by Escrow Holder to Seller in accordance with the above schedule shall each become nonrefundable at such time as each such increment of the Deposit is released by Escrow Holder to Seller. Except as otherwise provided in Section 27.2 of the Purchase Agreement, the balance of the Deposit shall remain refundable until the Close of Escrow. The term **"Nonrefundable Portion of the Deposit"** as used in the Purchase Agreement refers to those portions of the Deposit that are deemed nonrefundable as of the date on which the Purchase Agreement is terminated pursuant to the foregoing provisions of this Section 4. The term **"Refundable Portion of the Deposit"** as used in the Purchase Agreement shall mean the remainder of the Deposit.

6. Recitals. The Recitals herein are hereby incorporated by reference into this First Amendment. The parties warrant that the Recitals are true and correct.

7. Ratification. Buyer and Seller hereby agree that, except as provided in this First Amendment, the Purchase Agreement is ratified, affirmed and remains in full force and effect and is incorporated herein by this reference.

8. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

9. Electronic Transmittals. The Parties agree that if this First Amendment is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

10. IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the dates set forth below.

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation
Its: Manager

By: _____

Date: 3-18-2011

LINNTON PLYWOOD ASSOCIATION, INC., an Oregon cooperative corporation

By: Jim Stahlk

Its: General Manager

Date: 3-17-11

SECOND AMENDMENT TO AGREEMENT FOR DEVELOPMENT AND PURCHASE OF RESTORATION SITE
(Linnton Plywood Site – Portland Harbor)

This Second Amendment to Agreement for Development and Purchase of Restoration Site (**"Second Amendment"**), dated for reference purposes as May 10, 2011, is entered into by and between **LINNTON PLYWOOD ASSOCIATION**, an Oregon cooperative corporation (**"Seller"**), and **PORTLAND HARBOR HOLDINGS I, LLC**, a Delaware limited liability company (**"Buyer"**).

Recitals

A. On or about November 15, 2010, Buyer and Seller entered into that certain Agreement for Development and Purchase of Restoration Site, as amended by that certain First Amendment to Agreement for Development and Purchase of Restoration Site dated as of March 17, 2011 (collectively, the **"Purchase Agreement"**) concerning the purchase and sale of certain real property located in the County of Multnomah, State of Oregon (the **"Property"**). The Property is more particularly described in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, the Deposit (as such term is defined in the Purchase Agreement) is required to be released by Escrow Holder to Seller in four (4) separate increments.

C. In January, 2011, Seller and Buyer verbally modified the release schedule, and the amount of Fifteen Thousand and No/100ths Dollars ($15,000.00) was released to Seller.

D. In February, 2011, Seller and Buyer further verbally modified the release schedule, and the amount of Five Thousand and No/100ths Dollars ($5,000.00) was released to Seller.

E. In March, 2011, Seller and Buyer further modified the release schedule, and the amount of Thirty Thousand and No/100ths Dollars ($30,000.00) was released to Seller.

F. Pursuant to the terms and conditions of this Second Amendment, Buyer and Seller desire to amend the Purchase Agreement for the purpose of further modifying the release schedule set forth in the Purchase Agreement.

G. Pursuant to the terms and conditions of this Second Amendment, Buyer and Seller also desire to amend the Purchase Agreement for the purpose of extending the Contingency Period so that Buyer can complete the feasibility determinations reasonably described on Exhibit A attached hereto and incorporated herein by this reference (the **"Outstanding Feasibility Matters"**), which comprise the only material feasibility determinations remaining.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Except as otherwise provided herein, all capitalized terms set forth in this Second Amendment shall be defined as provided in the Purchase Agreement.

2. Effective Date. The **"Effective Date"** of this Second Amendment shall be the date on which this Second Amendment is fully executed by Buyer and Seller.

3. Extension of Contingency Period. The Contingency Period is hereby extended to 5:00 p.m. P.S.T. on July 11, 2011. Buyer shall have the right, pursuant to the provisions of Section 9.1.2.1 of the Purchase Agreement, to approve or disapprove the Outstanding Feasibility Matters in Buyer's sole and absolute discretion. Buyer agrees to continue to diligently pursue its feasibility investigations/inspections with respect to the Outstanding Feasibility Matters so that Buyer is in a position to determine whether to approve of the feasibility of the Property pursuant to Section 9.1.2.1 of the Purchase Agreement by July 11, 2011.

4. Schedule for Release of Deposit. The schedule for the release of the Deposit set forth in Section 4.3 of the Purchase Agreement is modified as follows:

Amount	Release Date
$15,000.00	Already released
$5,000.00	Already released
$30,000.00	Already released
$50,000.00	Within two (2) Business Days After Effective Date of this Second Amendment
$24,500.00	Upon Buyer's delivery of its Feasibility Approval Notice
$175,500.00	Upon the Close of Escrow.

Total Amount of Deposit - $300,000.00

5. Refundability. Except as otherwise provided in the Purchase Agreement, the first, second and third increments of the Deposit (in the amounts of $15,000.00, $5,000.00 and $15,000.00, respectively) shall be deemed nonrefundable upon the Effective Date of this Second Amendment. Except as otherwise provided in the Agreement, the fourth increment of the Deposit (in the amount of $50,000.00) that is released by Escrow Holder to Seller in accordance with the above schedule shall become nonrefundable at such time as such increment of the Deposit is released by Escrow Holder to Seller. Except as otherwise provided in Section 27.2 of the Purchase Agreement, the balance of the Deposit shall remain refundable until the Close of

Escrow. The term **"Nonrefundable Portion of the Deposit"** as used in the Purchase Agreement refers to those portions of the Deposit that are deemed nonrefundable as of the date on which the Purchase Agreement is terminated pursuant to the foregoing provisions of this Section 5. The term **"Refundable Portion of the Deposit"** as used in the Purchase Agreement shall mean the remainder of the Deposit.

7. Recitals. The Recitals herein are hereby incorporated by reference into this Second Amendment. The parties warrant that the Recitals are true and correct.

8. Ratification. Buyer and Seller hereby agree that, except as provided in this Second Amendment, the Purchase Agreement is ratified, affirmed and remains in full force and effect and is incorporated herein by this reference.

9. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10. Electronic Transmittals. The Parties agree that if this Second Amendment is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

11. IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation
Its: Manager

By:_____

Date:_____

LINNTON PLYWOOD ASSOCIATION, INC., an Oregon cooperative corporation

By: Jim Stahly

Its: General Manager

Date: 5-11-11

Escrow. The term **"Nonrefundable Portion of the Deposit"** as used in the Purchase Agreement refers to those portions of the Deposit that are deemed nonrefundable as of the date on which the Purchase Agreement is terminated pursuant to the foregoing provisions of this Section 5. The term **"Refundable Portion of the Deposit"** as used in the Purchase Agreement shall mean the remainder of the Deposit.

7. Recitals. The Recitals herein are hereby incorporated by reference into this Second Amendment. The parties warrant that the Recitals are true and correct.

8. Ratification. Buyer and Seller hereby agree that, except as provided in this Second Amendment, the Purchase Agreement is ratified, affirmed and remains in full force and effect and is incorporated herein by this reference.

9. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10. Electronic Transmittals. The Parties agree that if this Second Amendment is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

11. IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: Wildlands, Inc., a Delaware corporation
Its: Manager

By: _____

Date: 5-11-2011

LINNTON PLYWOOD ASSOCIATION, INC., an Oregon cooperative corporation

By: _____

Its: _____

Date: _____

EXHIBIT A TO SECOND AMENDMENT

Outstanding Feasibility Matters.

- Finalize clean-up and restoration costs. Key issue is end uses of material – options analysis based primarily on SWLA requirements:

- geotech investigation: 17 – 21 borings across property, focused on southern (Glacier) end, to evaluate subsurface conditions (i.e. material types – wood, brick, debris, sand, etc.), and sieve analysis for site characterization and disposal option analysis.

- environmental analysis: chemical analysis samples to evaluate conditions at restoration design depth.

- hazardous material building assessment: evaluation to determine demolition costs

Start drilling on May 30; samples to lab with results from two week turnaround by June 17; creation of 3-D x-section by June 24; cost evaluation by July 10.

For the duration, cooperate with CH2M Hill on the subsurface analysis and the creation of sub surface condition x-section (chemical composition and type)

Continuing on May 11, continue discussions with the following entities to confirm acceptance criteria such that by the time restoration data and x-section is available on June 24, we will be able to determine disposal applicability:

1. Quarry/fill: Scappoose site(s), Ross Island site
2. ODOT
3. Brownfield redevelopment
4. SWLA—confer with DEQ

- Obtain local support from community and City officials in coordination with LPA: commence community outreach timelines, etc.

- Determine EPA interest in PPA

- Resolution of BNSF mineral rights

- Determine BP position re: contamination status/resolution, restoration opportunities and solutions

- Obtain additional subsurface information from Glacier lease area

- Obtain DEQ PPA feedback
- Obtain PHT feedback
- Obtain DSL feedback

Agreement

1. Definitions. Except as otherwise provided herein, all capitalized terms set forth in this Third Amendment shall be defined as provided in the Purchase Agreement.

2. Effective Date. The **"Effective Date"** of this Third Amendment shall be the date on which this Third Amendment is fully executed by Buyer and Seller.

3. Feasibility Approval Notice. Pursuant to Section 9.1.2.1 of the Purchase Agreement, Buyer hereby approves of the feasibility of the Property. This Section 3 shall constitute Buyer's "Feasibility Approval Notice."

4. Additional Deposit. Buyer is hereby relieved of its obligation to deposit the Additional Deposit with Escrow Holder. The term "Deposit" as used in the Purchase Agreement shall hereafter mean the amount of Two Hundred Fifty Thousand and No/100ths Dollars ($250,000.00).

5. Schedule for Release of Deposit. The schedule for the release of the Deposit set forth in Section 4.3 of the Purchase Agreement is modified as follows:

Amount	Release Date
$15,000.00	Already released
$5,000.00	Already released
$30,000.00	Already released
$50,000.00	Already released
$24,500.00	Within two (2) Business Days after the Effective Date of this Third Amendment
$125,500.00	Upon the Close of Escrow.

Total Amount of Deposit - $250,000.00

6. Refundability. Except as otherwise provided in the Purchase Agreement, the released portion of the Deposit ($124,500.00) is hereby deemed nonrefundable, and is hereafter referred to as the **"Nonrefundable Portion of the Deposit."** Except as otherwise provided in Section 27.2 of the Purchase Agreement (Default by Buyer; Liquidated Damages), the balance of the Deposit ($125,500.00) shall remain refundable until the Close of Escrow, and is hereafter referred to as the **"Refundable Portion of the Deposit."**

7. Meet and Confer. The parties hereby acknowledge and agree that the process for satisfying the Closing Conditions has not progressed as quickly as originally anticipated by the parties due to the complexities surrounding the implementation of Buyer's anticipated restoration

project. Buyer shall use its good faith, commercially-reasonable efforts to resolve its development and environmental concerns as soon as reasonably practicable so that Buyer and its investors/advisors can resolve, narrow or eliminate its Closing Conditions. In this regard, Buyer and Seller shall meet and confer on or before August 15, 2011, for the purpose of determining if and how the Closing Conditions can be met or eliminated prior to Closing.

8. Project Entitlements. The parties hereby acknowledge and agree that it is premature for Buyer to commence the processing of any formal applications for entitlements with the Regulatory Agencies given the uncertainties relating to the environmental condition of the Property. Buyer's obligations under Sections 21.1 and 22.1 of the Purchase Agreement to diligently process such entitlement applications with the Regulatory Agencies are therefore suspended until Buyer and Seller meet and confer as referenced in Section 7 above, when said entitlement processing obligations will be reinstated unless otherwise mutually agreed. Seller shall continue to be obligated to cooperate with Buyer in such matters pursuant to the provisions of the Purchase Agreement.

9. Recitals. The Recitals herein are hereby incorporated by reference into this Third Amendment. The parties warrant that the Recitals are true and correct.

10. Ratification. Buyer and Seller hereby agree that, except as provided in this Third Amendment, the Purchase Agreement is ratified, affirmed and remains in full force and effect and is incorporated herein by this reference.

11. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

12. Electronic Transmittals. The Parties agree that if this Third Amendment is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the dates set forth below.

PORTLAND HARBOR HOLDINGS I, LLC, a Delaware limited liability company

By: _____

Its: Manager

Date: 7/8/2011

LINNTON PLYWOOD ASSOCIATION, INC., an Oregon cooperative corporation

By: Jim Stabler

Its: General Manager

Date: 7-01-11

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Respondent and that the foregoing is complete, true, and correct.

Executed on 7-15, 2011.

Signature

GAIL L. HILTER

Type or Print Name

SEC/TREA.

Title

Mailing Address: